



Solicitation Number: ADED13-00001972
Material and/or Service: MCESA REIL Observation and Evaluation System
Proposal DUE DATE: July 30, 2012 **Time:** 3:00 p.m. (mst)

In accordance with A.R.S. § 41-2534, competitive sealed proposals (RFP) for the materials or services specified will be received by the State Procurement Office online through the State's e-Procurement system. Procure AZ (<https://procure.az.gov>) at the date and time posted in PROCUREAZ. Proposals received by the correct time and date will be opened and the name of each offeror will be publically available. **Proposals shall be in the actual possession of the State prior to the time and date and at the located indicated in the Notice. Late proposals will not be considered.**

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations shall be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person and/or Chief Procurement Officer at 602-364-2517.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Please enter a nominal amount in the items/bid tab for award consideration.

Lupita Gomez

July 11, 2012

Lupita Gomez, Chief Procurement Officer
Arizona Department of Education
602.364-2517
lupita.gomez@azed.gov

Date

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DOCUMENTS/LEGISLATION REFERENCED:

You may access a copy of the documents referenced within this proposal at the following web addresses:

Arizona Revised Statutes (A.R.S.) is available at:

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

A.R.S. Title 15 – Education <http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=15>

1 Uniform Instructions to Offerors

The Uniform Terms and Conditions and Uniform Instructions to Offerors are incorporated into this document by reference, and may be obtained by visiting:

http://www.spo.az.gov/docs/ADMIN_POLICY/SPM/STD%20Forms%20and%20Docs/Uniform%20Instructions%20to%20Offerors%20%28rev%203-7-2011%29.pdf for the Instructions and

http://www.spo.az.gov/docs/ADMIN_POLICY/SPM/STD%20Forms%20and%20Docs/Uniform%20Terms%20and%20Conditions%20V8%20%20%28Rev%203-7-2011%29.pdf for the Terms and Conditions. In

accordance with A.R.S. § 35-391.06 and 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Iran and Sudan.

2 Uniform General Terms and Conditions

The Uniform Terms and Conditions and Uniform Instructions to Offerors are incorporated into this document by reference, and may be obtained by visiting:

http://www.spo.az.gov/docs/ADMIN_POLICY/SPM/STD%20Forms%20and%20Docs/Uniform%20Instructions%20to%20Offerors%20%28rev%203-7-2011%29.pdf for the Instructions and

http://www.spo.az.gov/docs/ADMIN_POLICY/SPM/STD%20Forms%20and%20Docs/Uniform%20Terms%20and%20Conditions%20V8%20%20%28Rev%203-7-2011%29.pdf for the Terms and Conditions. In

accordance with A.R.S. § 35-391.06 and 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Iran and Sudan.

3 Special Instructions to Offerors

3.1 ARIZONA DEPARTMENT OF EDUCATION (ADE) – PROJECT PROFILE

Arizona Department of Education (ADE) has partnered with Maricopa County Education Service Agency (MCESA) to support the Rewarding Excellence in Instruction and Leadership (REIL) initiative. The REIL initiative is funded by a federal Teacher Incentive Fund (TIF) grant from the U.S. Department of Education. MCESA is looking to procure a 2 year solution to serve as their pilot implementation. Additional data obtained through this RFP regarding vendor partnerships, solutions, capabilities, sustainability, interoperability, and integration models will serve as research material for a portion of the AELAS business case, specifically, a long term statewide implementation of a Professional Development/Human Capital solution.

To satisfy the conditions of the grant MCESA needs a system capable of observational evaluations of educators (teachers and principals) that will result in an evaluation score. External to the observation and evaluation system student assessment data will be used to calculate the educator's value added score. Together the evaluation and the value added score will be combined to calculate a REIL score to determine overall educator effectiveness and performance compensation to educators under the grant. ADE is providing the professional services to the partnership with information technology expertise to implement the observation and evaluation system needed for the data collection for the evaluation score. In addition ADE may leverage the technology developed for this solution for future ADE projects.

3.2 PURPOSE

Implement a web-based Observation and Evaluation (O/E) system capable of using a variety of evaluation models including MCESA REIL's model framework. This solution will enable the direct entry of evaluation rubrics at the state (ADE), county (MCESA), or Local Education Agency (LEA) level. Locally the evaluator could then print an evaluation work sheet or use a browser-abled device to perform the observation and evaluation, and then upload the results. This solution will make the resulting data available for integration with student performance data (from external sources) to calculate an incentive score for educators such as the MCESA REIL model.

3.3 PROJECT OVERVIEW

The O/E solution is intended to provide a standardized input system to gather evaluation feedback and store it in a data repository. The data repository will contain the evaluation criteria (rubrics) and the evaluation results. All data will be the property of ADE in partnership with MCESA, the solution vendor will not own or have any other rights to the data. This data can be used by MCESA REIL to calculate 50% of the REIL score, as well as to provide data for other reporting and analysis in other statewide systems. The availability of the O/E to school district evaluators will establish the process of automating what is now a manual, paper-based feedback process.

Together this solution will provide a system to identify high quality teachers supporting the MCESA REIL rewards and help improve the effectiveness of teachers by identifying opportunities to improve their skills.

3.4 QUESTIONS

Questions regarding this proposal shall be directed to Lupita Gomez, Chief Procurement Officer, at lupita.gomez@azed.gov

Note: All questions should be in writing referencing the RFP # ADED13-00001972 to the attention of Lupita Gomez by email as noted above.

3.5 OFFEROR QUALIFICATIONS

3.5.1 COMPANY ORGANIZATION AND STAFFING

Offeror must provide a description of its company organization and staffing, including the names and position titles of full-time personnel who are assigned to the proposed O/E solution. This organization and staffing description must clearly demonstrate the Offeror's ability to supervise and administer all aspects of fulfilling the submittal.

Include a breakdown of employees by category as follows:

1. Project Management
2. System Technical Development
3. Systems Application Development (Business Analysis and Programming)
4. Quality Assurance and Product Testing
5. Product Implementation
6. Product Training and Documentation
7. Technical Support
8. Offshore based Applications Programming (preference will be given to U.S. based operations)

3.5.2 OFFEROR FINANCIAL INFORMATION

Offeror must attach a complete, audited financial statement and previous year's financial report. These should be certified by an officer of the corporation, or by the principal if a proprietorship, or by all principals if a partnership. Offeror should also furnish the following items:

1. Sources and amounts of available financing.
2. Bank references.
3. Dunn & Bradstreet number and report, if available.
4. Last Annual Report.
5. Statement of Income and Retained Earnings for the last two years as applicable.
6. Statement of Changes in Financial Position for the last two years as applicable.
7. Balance Sheet for the last two years as applicable.
8. Opinions concerning financial statements from a Certified Public Accountant for the last two years as applicable.

9. Explanation of any outstanding lawsuits against the branch or department of the organization involved.

3.5.3 OTHER INFORMATION

Offeror must also provide:

1. Number of years the company has been selling applications to the Education market.
2. Number of installs for each product proposed.
3. Information regarding company support of education industry standards such as CEDS, Ed-Fi, CCSSI, LTI, QTI, & APIP.
4. Information regarding company support of other industry standards such as HIPAA, FERPA, PCI DSS, FISMA, SOX, & SAS 70.
5. Size and activities of user group for the product being proposed.
6. Arrangements for source code to be held in escrow.
7. Litigation in which the company is currently involved related to the product(s) proposed or other products developed or sold by the same division as proposed product(s).
8. Information regarding any filing for bankruptcy or reorganization due to financial hardship.
9. Information regarding any debarment from government contracts.

3.6 PROPOSAL OPENING

Proposals shall be opened publicly at the time and place designated on the cover page of this document. The name of each Offeror submitting a proposal shall be read publicly and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors during the process of negotiation. Prices **will not** be read. Proposals will not be subject to public inspection until after contract award.

3.7 OFFER ACCEPTANCE PERIOD

Proposals are an irrevocable offer for **120 days** after the opening time and to allow the ADE sufficient time to evaluate the responses.

3.8 PRICING

Pricing must be submitted as described in this document. Pricing must also be summarized in an all-inclusive basis and other related cost factors associated with the goods and services described in this document. DO NOT include sales tax on any item in the proposal. State Agency will add all appropriate sales taxes (as applicable).

3.9 LIFE CYCLE COST

Offeror must provide lifecycle cost as defined as the total cost for owning and maintaining a product for a five (5) year life span. These costs include but are not limited to:

1. Cost of the product (hardware, operating system, application software, initial and periodic user training).
2. Cost of annual maintenance fee, licensing and upgrades.
3. Any additional costs necessary to maintain product usability over a five (5) year life span.

4. Any additional costs necessary to transition data and/or applications to another data server.

3.10 CONTRACT AWARD

A contract under this proposal will be awarded to a single Offeror.

3.11 EVALUATION SCHEDULE

The proposals will be initially evaluated for conforming to the requirements of the RFP. Then a technical score will be given. The proposals with the highest scores may be interviewed to determine the best interests of the ADE.

3.12 EVALUATION CRITERIA

In accordance with the ARS 41-2534 Arizona Procurement Rules, Competitive Sealed Proposals awards shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the State Agency taking into consideration the evaluation factors set forth in the Request for Proposals. Evaluation criteria included are listed in their relative order of importance.

1. The Department's and MCESA's assessment of the Offeror's understanding of the statement/scope of work to be performed and ability to meet or exceed the requirements of the RFP and to satisfy the Department's needs.
2. Offeror's strength and market share to include but not limited to special experience, technical capabilities, professional competence, and qualifications of the firm and qualifications of personnel assigned to the project.
3. Implementation and training plan (initial and ongoing).
4. Cost
5. Value added goods and services offered at no additional cost to the Department.

3.13 AWARD BASIS

If necessary, the State Agency reserves the right to arrange for discussions to assist in the evaluation of proposals in accordance with A.A.C. R7-2-1047.

Any deviation from the Statement of Work, Terms and Conditions or exceptions taken shall be described fully and appended to the proposal form on the Offeror's letterhead over the signature of the person signing the proposal form. Such appendages shall be considered part of the Offeror'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.

If a contractor receives a proposal award, an order is placed and contractor is unable to meet the delivery requirements, meet service requirements, or material that meets the State Agencies needs as outlined in this Request for Proposal, or is unable to hold proposal price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with proposal specifications, as determined by the State Agency, the State Agency reserves the right to go to the next lowest proposal price of equal quality which meets proposal specifications. If the proposal item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, contractor must pick up item immediately and

replace to each ADE's satisfaction at no additional charge, or issue full credit, for service a return visit must be re-scheduled within 24 hours. Rejected items must be removed from the State Agency's premises by the vendor upon verbal notification.

Note: However, if a vendor receives a contract award and is unable to meet the service requirements as outlined in this Solicitation (and subsequent contract), or is unable to hold the contract price, or fails to provide acceptable service as determined by the State Agency, the State Agency reserves the right to go to the next lowest ranked vendor if this determination occurs within a reasonable time period after contract award.

3.14 AWARD

It is expected that the award for this contract will be made in August/September 2012. The State Agency reserves the right to ask for a best and final offer. Interviews may be required to clarify any issues that arise after each RFP is read.

3.15 COST OF PROPOSAL DEVELOPMENT

It is understood that the State Agency is not financially responsible for any costs incurred by the vendor in responding to this RFP, whether or not it is the successful vendor, including legal costs for any reason, visitation costs, reproduction, postage and mailing, etc.

3.16 DISCUSSIONS

Discussions may or may not, at the sole discretion of the State Agency, be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the RFP requirements. If discussions occur pursuant to provisions of this paragraph, the State Agency shall issue a Request for Best and Final Offeror pursuant to Rule R7-2-1048 of the Arizona School ADE Procurement Rules.

3.17 RIGHTS RESERVED

The right is reserved to reject any or all proposals, or to waive any informality in any proposal received or to accept all or any part of any proposal considered advantageous to the State Agency.

3.18 CONFIDENTIAL INFORMATION

All proposals will be made available for public inspection after the award it made; except to the extent that, pursuant to the provisions of the Arizona School ADE Procurement Rules A.A.C. Rules R2-7-2001, et seq., the Offeror has designated certain information to remain confidential and the State Agency concurs that the information should remain confidential.

3.19 COOPERATIVE PURCHASING

The Observation and Evaluation system is a cooperative effort of ADE and MCESA (including the REIL Alliance). In addition districts and schools across Arizona are mandated by state statute to institute an educator evaluation system. Because of these similar requirements, and with the concurrence of the successful Proposer, these organizations may access any subsequent agreement/contract resulting from a solicitation done by ADE. If the Proposer does not want to grant such access, it must be stated as such in the Proposal. In the absence of a statement to the contrary, ADE will assume that access is granted by the Proposer to any subsequent agreement/contract.

3.20 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

ADE currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the ADE Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.21 Best and Final Offers

If price negotiations are conducted, the ADE shall issue a written request for best and final offers. The request shall set forth the date, time, and place for submission of best and final offers. Best and final offers shall be requested only once, unless the ADE makes a determination that it is advantageous to conduct further discussions or change the solicitation requirements.

4 Special Terms and Conditions

4.1 CONTRACT TYPE

Fixed Price – Prices shall be firm for the term of the contract.

After initial contract term and prior to any contract renewal, the State Agency will review fully documented request for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The Offeror shall likewise offer any published price reduction, during the contract period, to the ADE concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the State Agency.

4.2 CONTRACT TERM

This contract shall be valid for two (2) years from the date of award. The parties agree that this contract may be renewed at the initiative and option of the State Agency for up to three (3) additional years in increments of one year or less. Approximately one hundred twenty (120) days before the anniversary date of this agreement, the parties will meet to discuss a proposed renewal of this agreement and the factors related to such a renewal. If the parties cannot agree on terms for the renewal period, at least ninety (90) days before the anniversary date, the agreement will expired as scheduled.

4.3 CANCELLATION

The State Agency reserves the right to cancel the whole or any part of this contract without cause. The State Agency will issue a written ten (10) day notice of such cancellation.

4.4 INSURANCE

4.4.1 INDEMNIFICATION:

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (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 Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of 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.

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.

4.4.2 INSURANCE REQUIREMENTS:

Vendor shall procure and maintain, until all of their obligations, 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 purchase and or use of the commodity.

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 Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

4.4.2.1 MINIMUM SCOPE AND LIMITS OF INSURANCE:

Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

4.4.2.1.1 *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
• Fire Legal Liability	\$ 50,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Each Occurrence	\$1,000,000

4.4.2.1.2 *Business Automobile Liability*

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

• Combined Single Limit (CSL)	\$1,000,000
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4.4.2.1.2.1 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, involving automobiles owned, leased, hired or borrowed by the Contractor."

4.4.2.1.2.2 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.

4.4.2.1.3 *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

4.4.2.1.3.1 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.

4.4.2.1.3.2 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.

4.4.2.2 ADDITIONAL INSURANCE REQUIREMENTS:

The policies are to contain, or be endorsed to contain, the following provisions:

4.4.2.2.1 *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.*

4.4.2.2.2 *The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.*

4.4.2.2.3 *Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.*

4.5 SAFETY

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the State Agency property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

4.6 BILLING

All billing notices must be sent to each State Agency's accounts payable as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by Arizona Department of Education will refer to the RFP number of this Proposal.

If an Offeror believes that data contained in their proposal contains trade secrets or other proprietary information, and should remain confidential and not be disclosed, a statement advising the State Agency of this fact shall accompany the respective document or documents, and such information shall be specifically identified wherever it appears.

NOTE: PROPOSALS SUBMITTED REQUESTING THAT THE ENTIRE PROPOSAL BE HELD CONFIDENTIAL SHALL BE REJECTED AS NON-RESPONSIVE.

4.7 PRODUCT REVIEW PROCESS

Proposals will be reviewed and evaluated by a committee made of up directors, educational and technical staff per evaluation criteria. The committee will conduct a rating of each Offeror's proposal package to assess whether or not it attains an acceptable performance standard. Evaluation proposals, including investigation of references provided by the Offeror will be used to make a determination of finalists. If necessary, finalists will be selected to demonstrate their product for committee review.

4.8 REFERENCES

Offerors are requested to provide a list of all current state departments in which their product is currently operational, being implemented, in beta testing or being evaluated noting for each state the specific status of the product.

The references shall include at the following criteria:

- ✓ Similar in nature and size of Arizona's education system
- ✓ Clients whose product has been implemented within six months of award

From the references provided, the committee will make telephone calls and possible personal contacts to specialized user of your product as part of the review. References must include ADE name, address, phone number/email address/fax number and contact person name and title. Furthermore, please provide a list of customers who have discontinued use of your product within the last forty-eight months, and a brief explanation of why you believe they discontinued the use.

4.9 SUBMISSION REQUIREMENTS

1. Cover letter: Proposals must be dated and signed by a duly authorized officer of the company.
2. Management Executive Summary: Offerors must provide a Management Executive Summary on how their product will meet the needs of the MCESA REIL Observation / Evaluation System.
3. Offeror Qualifications and Reference List: Provide the requested information regarding the firm's relevant experience as well as references for at least one state in which the proposed product is currently used.
4. Response to Statement of Work/Specifications/Requirements: Offeror must respond to the Statement of Work section of this RFP. Offeror shall supply screenshots of the proposed solution with a narrative of process flow and functionality. Please include narrative product descriptions highlighting the feature/functionality of all products proposed.
5. Implementation and Training Plan: Offeror must submit detailed implementation and training plan. Offeror must also provide 40 hours training course per group of users, i.e. ADE and MCESA staff, District HR staff and IHE staff; descriptions, timeframes, locations, and specificity of training to ADE and MCESA staff at no cost to the Department. Offeror must provide costs for any additional training after the implementation of the proposed products. ADE and MCESA retain the right to record training for future use.
6. Decommissioning and/or Transitioning Plan: to transition data and/or systems in the event of contract termination, vendor business discontinuation, or hosting transition to ADE or other agencies.
7. Offeror shall propose a solution to meet all policies and standards for network, security, platform, software/application, and/or data/information as defined in Government Information Technology Agency's (GITA) statewide IT Policies, Standards and Procedures (PSP).

8. Terms and Conditions: The offeror must submit a copy of the software system license that includes all of the terms and conditions normally set forth to the Arizona Department of Education.
9. Other products: Identify other capabilities or applications that your company or partners offer that complement or complete a full professional development or human capital product suite. Identify interoperability and integration capabilities for these other products.
10. Costs:
 - i. Offeror must complete the *Annual Proposal Cost Form*.
 - ii. Supply all of the identified and anticipated software costs based on the State Agency's requirements for the next 5 years. This includes base, annual maintenance and licensing and training for all software needs described in this RFP.
11. Other costs that may be identified by the Offeror as being necessary to ensure a successful implementation of their product and timely project completion.
12. Offer and Acceptance Form

4.10 CLARIFICATION OF SOLICITATION REQUIREMENTS

It is the responsibility of all Offerors to examine the solicitation and seek clarification of any item or requirement that may be clear or unclear to them and to check all offers for accuracy before submittal to ADE. Any questions regarding this solicitation can be answered by emailing the contact person listed on the title page of this solicitation. All questions must be in writing. The Chief Procurement Officer is the only authorized person to give information as to the requirements of the solicitation in addition to that contained in the written documents.

- **Questions should be emailed and received by the Chief Procurement Officer no less than seventy-two hours before the proposal due date and time.** All questions must reference the page and item that is to be addressed.
- All addendums should be acknowledged using the Addendums Acknowledgement Form included in this document.
- No verbal or written information, which is obtained other than by information in this document or by Addendum to this solicitation, will be binding on the Arizona Department of Education.

4.11 TERMS AND DEFINITIONS

As used in this document, the terms listed below are defined as follows:

TERM	Definition
A.A.C.	Arizona Administrative Code
A.R.S.	Arizona Revised Statutes
ADE	Arizona Department of Education
AELAS	Arizona Education Learning and Accountability System
APIP	Accessible Portable Item Protocol
CCSSI	Common Core State Standards Initiative

TERM	Definition
CEDS	Common Education Data Standards
CSL	Combined Single Limit
Evaluatee	Persons who are being observed and evaluated; individuals that receive rubric element scores associated with five, principal-centric rubrics within a variety of event opportunities occurring throughout the observation cycle school year.
Evaluator	Persons who will use the O/E to record rubric element scores of the Evaluatees they have been assigned to observe and score.
FERPA	Family Educational Rights and Privacy Act
FISMA	Federal Information Security Management Act
GITA	Government Information Technology Agency
HIPPA	Health Insurance Portability and Accountability Act
HR	Human Resources
IHE	Institute of Higher Education
Inter-Rater Reliability	Checking the consistency among raters; all raters should be rating at statistically the same level.
Intra-Rater Reliability	Checking the consistency of the ratings each rater gives. This ensures that a rater is consistent in their rating.
IR	Institutional Recommendation
LDAP	Lightweight Directory Access Protocol
LEA	Local Education Agency
LTI	Learning Tools Interoperability
MCESA	Maricopa County Education Service Agency
O/E	Observation and Evaluation
PCI DSS	Payment Card Industry Data Security Standards
PII	Personally Identifiable Information
PSP	Policies, Standards and Procedures
QTI	Question and Test Interoperability
REIL	Rewarding Excellence in Instruction and Leadership
RFP	Request for Proposal
SAS 70	Statement on Auditing Standards No. 70
SLA	Service Level Agreements
SOX	Sarbanes-Oxley

TERM	Definition
TIF	Teacher Incentive Fund

5 Scope of Work

5.1 FUNCTIONAL SPECIFICATIONS AND REQUIREMENTS

Offeror shall identify whether the proposed system **meets**, **partially meets**, or **does not meet** the requirement in the **Response** column. For **Vendor Comments** enter the comments or documentation to support the response.

Number	Requirements	Meets/Partially Meets/Does not Meet	Vendor Comments
Date Requirements			
5.1.1	ADE/MCESA owns the scoring rubrics, content, and data captured in the system. Transition or decommissioning plans beyond year 2 must be established and addressed.		
Setup Requirements			
5.1.2	The system must provide the capability to set which users and/or roles may evaluate each user type (e.g., Principals, Assistant Principals, Teachers, etc.). For example, Principals or Assistant Principals may be evaluated by: Principals (in the case of Assistant Principals), Assistant Superintendents, Superintendents, Field Specialists, District Office Personnel. Teachers may be evaluated by: Principals, Assistant Principals/deans, Peer Evaluators, MCESA Staff, District Office personnel.		

Number	Requirements	Meets/Partially Meets/Does not Meet	Vendor Comments
5.1.3	<p>The system must provide the capability to setup and assign multiple evaluators to evaluatees (e.g., Principals, Assistant Principals, or Peer Evaluators may evaluate the same Teacher). The goal is to complete 5 observation cycles by the end of the School Year. In the end the Teacher will see <u>two</u> cycles complete, one by the primary Evaluator and one by the secondary Evaluator.</p> <p>Example: On 6/30/2012 Teacher A will begin the observation steps with a primary and a secondary evaluator. The primary and secondary evaluators follow the steps below:</p> <ol style="list-style-type: none"> 1. Conduct a pre- conference 2. Complete the observation 3. Conduct the post-conference 4. Enter scores <p>In the end the Teacher will see two cycles complete, one by the primary and one by the secondary.</p>		

Number	Requirements	Meets/Partially Meets/Does not Meet	Vendor Comments
5.1.4	<p>The system shall provide the capability to configure the required number of evaluations (i.e., cycles) per school year by user type. The number of evaluations required may vary by school district. Currently, the expectation is to have up to 5 cycles per school year. The system shall provide capability to configure different workflows (pre-observation conference, observation, and post-observation conference) that occur within each cycle.</p>		
5.1.5	<p>The system must provide the capability to capture role-based assignments for career pathway membership, team assignments, primary and secondary evaluator assignments, and MCESA super user.</p> <p>Note: Refer to the following link for additional information on career pathway memberships: http://www.maricopa.gov/schools/webcontent/docs/REIL_Career_Pathways_Rev_8-13-11_51.pdf</p>		
5.1.6	<p>The system shall provide the capability to manage all configurable data elements within the system. Examples: District, School, Year, Teacher, Administrator, Rubric, Elements, Grade/Department, Content Area, Standard/Strand/Domain, School Goals, Student Assessment, and Dropdown lists of various data types.</p> <p>Note: This may include monitoring data received from other systems.</p>		

Number	Requirements	Meets/Partially Meets/Does not Meet	Vendor Comments
5.1.7	The system must provide the capability to create new rubrics and edit existing rubrics. The system will accommodate changes to the rubric as needed and ensure that all related components are updated accordingly.		
5.1.8	The system must provide the capability to support multiple rubrics. This includes a rubric for multiple user types (e.g., Teacher, Principal) as well as multiple rubrics by district.		
5.1.9	The system must provide the ability to reference the following standards when viewing a rubric: <ul style="list-style-type: none"> • State Standards (Arizona Academic Content Standards) • Professional Standards (ISLLC) • Teacher Standards (INTASC) 		
5.1.10	The system must provide a calendar function that displays appointments for pre-conference, observations, and post-conference sessions.		
Evaluatee Selection Requirements			
5.1.11	The system must provide the capability for an evaluator to search and browse with filters (e.g., name, school) for an evaluatee in order to view and/or edit the evaluation.		

Number	Requirements	Meets/Partially Meets/Does not Meet	Vendor Comments
5.1.12	The system must provide the capability to view and validate user school and district assignment criteria including name, school and district assignment when displayed. If any of the displayed information is incorrect, a notification (e.g., email) can be generated to report the error(s) from the same screen where the information is being viewed.		
Observation / Evaluation Requirements			
5.1.13	The system must provide the capability to schedule an observation / evaluation and/or conference.		
5.1.14	The system must provide the capability to perform an observation / evaluation based on the selected/assigned scoring rubrics depending on the user type (e.g., Teacher, Principal).		
5.1.15	The system must provide the capability to enter observation / evaluation notes and comments. Visibility to these notes and comments will vary based on the user type (e.g., Teacher, Principal).		
5.1.16	The system must provide the capability to enter, save, submit, and print evaluatee scores and feedback for sign-off. Note: A date and time stamp must be included on the sign-off documents printed.		

Number	Requirements	Meets/Partially Meets/Does not Meet	Vendor Comments
5.1.17	The system must provide the capability to view, print, and manage open override requests. The Administrator will view a list of open override requests pending approval or denial as well as the reason the request is being made for a specific record that is selected from within the displayed list of open requests.		
5.1.18	The system must provide the capability to request, approve or deny an override of submitted scores.		
5.1.19	The system must provide the capability to delegate or share the authorization of an override request with another Administrative user.		
Report Requirements			
5.1.20	The system must provide the capability to display reports (canned and ad-hoc). User Management functionality will control access for viewing reports. The report should feature export options including saving as a PDF, XLS, CSV, etc. as appropriate. The reports should be able to produce a printer-friendly copy to a local printer.		

Number	Requirements	Meets/Partially Meets/Does not Meet	Vendor Comments
5.1.21	<p>The system must provide the ability to view dashboards with roll-up and drill-down functionality.</p> <p>The following are examples of data that should be displayed in a dashboard:</p> <ul style="list-style-type: none"> • Percentage of evaluations completed by Principal / Assistant Principal • Number of evaluations remaining by Principal / Assistant Principal • List of evaluators and the evaluatees assigned to them • Inter-rater and Intra-rater reliability scored (current and over time) • Percentage of teachers at each performance level, by element, by school, etc. 		

Number	Requirements	Meets/Partially Meets/Does not Meet	Vendor Comments
5.1.22	<p>The system must provide the capability to view and print the Principal Evaluatee Observation and Documentation Report with the goal of determining the current status of the annual cycle observation settings and documentation for an evaluatee. A list of Setting Groups is shown below.</p> <p>The Observation and Documentation Report displays a composite view of scores entered and saved at any point in the annual observation cycle of a Principal or Assistant Principal</p> <p>Setting Group 1: Observations</p> <ul style="list-style-type: none"> a) Leadership Team Meeting b) Business Meetings c) Professional Development / Learning Meetings d) PLC or Grade Level / Department Meetings e) Teacher Observation and Scoring f) Teacher Pre- & Post-Conference g) Walk-through Visit of Classroom <p>Setting Group 2: Documentation</p> <ul style="list-style-type: none"> h) Review of Continuous Improvement Plan & Budgets i) Review of Educator Goal Plans & School PD Plans j) Student Achievement Data k) Management Systems & Artifacts l) Teacher Evaluation Data m) Parent Survey n) Staff Survey o) Student Survey 		

Number	Requirements	Meets/Partially Meets/Does not Meet	Vendor Comments
5.1.23	The system must provide the capability to view and print scores for a particular observation event. This is likely to occur when the Evaluator wants to provide quick feedback to the Evaluatee. An event is defined as a specific occurrence of an observation setting/documentation.		
System Requirements			
5.1.24	The system must provide the capability for an authorized user to sign-on to the evaluation application with their login credentials with the role or permissions they have been assigned. LDAP 2.0 compatibility is required.		
5.1.25	The system shall provide the capability to configure and enforce strong password standards such as those requiring 6 or more characters including letters, numbers, and symbols, expiration based on a pre-determined age, no reuse of old passwords, and a lock out strategy based on a pre-determined number of failed attempts.		
5.1.26	The system should provide the capability to configure session timeout after a session has been idle for a pre-set number of minutes.		
5.1.27	The system shall provide the capability for a user to only sign-on one time in order to seamlessly access any MCESA REIL system. Therefore, the User will login once and be able to access each module to which they have been granted access permission rather than requiring a separate sign-on for each module independently.		

Number	Requirements	Meets/Partially Meets/Does not Meet	Vendor Comments
5.1.28	The System will use the most current browser technology and be compatible with the following commonly used browsers: Internet Explorer 7 and above, Chrome 1.5 and above, Safari 4.0 and above, and Firefox 8.0 and above, Firefox Mobile.		
5.1.29	The System will work with the following Operating Systems (Version number and above): Windows 7, Android 2.2, Mac OS 10.5, iOS 4		
5.1.30	The system will attempt to proactively detect whether the user has the correct application to open content (e.g., they may need Adobe Acrobat reader to open a PDF document) and will provide an option to download the software (if they have admin rights).		
5.1.31	<p>The system shall provide the capability to perform audit tracking so that all user activity is captured from logging into and exiting the system, including actions taken.</p> <p>The system shall record in an audit history log each and every change including, but not limited to, the following details:</p> <ul style="list-style-type: none"> • What operation was performed (e.g. create, edit, copy, delete, archive, etc.) • Who performed the operation • When was the operation performed • A before/after snapshot of the record, field-level image, or comparable approach in accordance with best practices. <p>The system shall provide a full audit log history and reporting capability.</p>		

Number	Requirements	Meets/Partially Meets/Does not Meet	Vendor Comments
5.1.32	<p>The system shall provide the capability to generate alert messages. Some examples are listed below, however this is not a complete list:</p> <ul style="list-style-type: none"> • Reminders of scheduled appointments • Alerts that a record (e.g., evaluations, conferences, etc.) has been completed or updated • Alerts that a task is past due 		
5.1.33	The system shall provide the capability to import and export data files.		
5.1.34	All data stored in the system must be CEDS 2.0 and Ed-Fi 1.0 compliant.		
5.1.35	The system must provide the capability to electronically sign documents.		
5.1.36	<p>ADE/MCESA owns the evaluation rubrics, forms, and other data in the system, not the vendor. Transition or decommissioning plans beyond year 2 must be established and addressed.</p>		
5.1.37	The proposed solution must include a cooperative purchasing structure to allow other agencies, districts, etc. to purchase from the same contract.		

5.2 SYSTEM ARCHITECTURE

Provide the following information:

5.2.1 Hardware Environment

Describe the recommended computer hardware environment in which the proposed software will run.

1. Provide product roadmap with anticipated enhancements, architecture changes, release schedule, retirement, etc. addressing the entire life-cycle; “cradle to grave.”
2. Include minimum and recommended specifications for end-user hardware requirements.
3. Include minimum network requirements.
 - Networking requirements, both between components within the proposed solution as well as external connections.
4. Include minimum and recommended specifications for server requirements.
 - CPU and memory requirements
 - Storage capacity and performance requirements
 - Certificates & any Licensing
 - The preceding list is non-exhaustive and serves as an example of items to be identified.

5.2.2 Software Environment

Describe the recommended server operating system that is supported by the proposed applications software. In the event there is multiple operating systems available, list all options.

1. Provide product roadmap with anticipated enhancements, architecture changes, release schedule, patch management, retirement, etc. addressing the entire life-cycle, “cradle to grave.”
2. List the end-user operating system and software products required to support the recommended computing environment.
3. List additional software recommend that may include but not be limited to report generators, development software, management software and/or any software that may enhance or ease the management of the overall application system.
4. Identify any capabilities for scanning or storing additional document attachments that can be referenced within the various application modules.
5. Identify any capabilities and/or additional software recommended for creating and maintaining surveys.

5.2.3 Database Architecture

Describe the proposed relational database management system supporting the hardware and software environments above.

1. Provide a detailed description of the proposed software and database security features.

2. Identify constraints enforced to control access via standard query tools or other data mining tools.
3. Provide a simple definition and usage of triggers and referential integrity actions as applied within your database structure.
4. Offeror shall provide documentation regarding any element not compliant, compatible, or CEDS certified.
5. Provide a logical data model.
6. Shall implement 3rd normal form data models.
7. Shall consider scalability, and elasticity.
8. Shall consider performance: availability, concurrent connections, transactions, analytical functions, etc.
9. Offeror shall provide a documented multi-tenant data strategy (isolated/shared) including, but not limited to storage, concurrent usage, upgrades, load balancing, etc.
10. The multi-tenant strategy shall include justification for approach whether for SaaS – application layer or IaaS – server virtualization/configuration providing diagrams where applicable.
11. Offeror (and clients) shall adhere to the ADE published upgrade roadmap schedule for all IT implementations.

5.2.4 Identity, Access, Threat Management

Identify the proposed Identity management system supporting the user access to the solution.

1. Shall manage identities, credentials, and identity-based access policies across heterogeneous environments.
2. Shall provide the capability for a User to only sign-on one time in order to seamlessly access any product, application, system or module to which they have been granted access.
3. Shall support industry standard identity solutions such as SAML and claims based authentication and authorization.
4. Offeror shall describe experience implementing OAuth & LiveID and any other experience pertinent to “Identity Management”.

5.2.5 Microsoft Environment

1. ADE operates a Microsoft technology environment. For purposes of sustainability at ADE all proposed solutions shall be evaluated based on implementing Microsoft technology stack, and use current version of software products such as Active Directory, .NET, C#, ASP.NET, T-SQL, SSIS, SSRS, WCF, MVC, LINQ, Entity Framework, VS2010, Unit Testing/TDD, JavaScript, jQuery and XML.

5.2.6 IT – NON–Microsoft

1. Where responses deviate from a Microsoft based technology stack, offeror shall provide a concise and complete justification for each non-Microsoft element of the solution with full documentation including diagrams and any supporting detail justifying the alternate solution.

5.2.7 IT Infrastructure – Hosting Options

1. Offeror shall provide documentation describing proposed hosting environment for solution addressing items such as, but not limited to: security, support, performance, architecture design, management, SLA

5.2.8 IT Infrastructure – Performance

1. Offeror shall address the issue of latency and applicable WAN virtualization / optimization strategies.
2. Offeror shall address the issue of network performance and Bandwidth Management.
3. Offeror shall describe in detail how the proposed solution addresses scalability for simultaneous access of users and peak period processing.
4. User Counts for consideration
 - o Initial: 3,500 Teachers

5.2.9 IT Operations – Scalability Plan

1. Offeror shall provide a scalability plan that indicates the capacity of the proposed solution and how the solution can be scaled to support double the number of transactions within a 5 year period.
2. With regard to hosted solutions; offeror shall provide a scalability plan that incorporates elasticity such that the solution can not only be scaled to support double the number of transactions within a 5 year period, but defines how that capacity can rise and fall depending on usage.

5.2.10 IT Operations – High Availability

1. Offeror shall identify and provide detailed information for all portions of the proposed solution that support High Availability (24/7/365), Resiliency, and Scalability.
2. Exception noted for scheduled maintenance windows.

5.2.11 IT Operations – Identify Risks

1. Offeror shall identify all known risks that can occur once the proposed solution is operational. Risks should include hardware and software failures, end-of-life for hardware and software components. Each risk should include probability and impact to business operations. Mitigation steps for each risk shall also be identified.

5.2.12 IT Documentation – System Architecture

1. Offeror shall provide one or more systems architecture diagram(s) that shows how the proposed solution will be implemented and deployed. This should include physical design, logical design, and data flows between components.

5.2.13 IT Testing – Test Plan

Offeror shall provide a Test Plan. This test plan shall include but not be limited to:

1. A schedule with resources listed
2. A quantitative assessment of time necessary
3. A qualitative assessment of performance and load testing.
4. A description of the scope of testing regarding: Who - What - Where?
5. A description of the approach to user acceptance testing.
6. Providing Test Cases, Test Data, etc.
7. Providing a defect tracking solution and defect triage procedure
8. Providing a “Requirement Traceability Matrix” for requirements testing
9. Release Criteria

5.2.14 IT Support – Resources and Skill Sets

1. Offeror shall identify all resources and skill sets required for ADE to support the implementation and maintenance of the solution. Resources should be identified by role, and each role must have the required skills identified. This may include roles such as infrastructure and networking, programming, database development and administration, and skills such as C#, VB, SQL Server administration, etc.
2. Offeror shall further define roles as 100 Level (novice) to 400 Level (expert), what constitutes baseline accomplishments and those necessary to achieve next level of experience.
3. Offeror shall identify how many resources of each role are needed for the implementation phase as well as the maintenance phase.

5.2.15 IT Security – Failover Support

1. Offeror shall provide detailed documentation regarding how:
 - The system shall be able to be clustered or support failover to another datacenter.
 - The system shall be protected by disaster recovery / business continuity policies
2. Offeror shall provide estimated recovery time for each class of service.

5.2.16 IT Security – Audit Trail

1. Shall be auditable to log the user and the user’s actions
2. Shall make these logs readily accessible for sorting and filtering to appropriately authorized end users.

5.2.17 IT Security – Connection Encryption

1. Shall encrypt all connections using a public / private key system like that of Secure Sockets Layer (SSL).

5.2.18 IT Security – Personally Identifiable Information (PII)

1. Shall encrypt all Personally Identifiable Information during transmission and in storage.
2. Shall consider standards such as, but not necessarily limited to: Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act (FERPA), Payment Card Industry Data Security Standards (PCI DSS), and Federal Information Security Management Act (FISMA).
3. Shall include, where applicable, controls similar to those outlined in the Sarbanes-Oxley Act and audited by SAS 70.
4. Offeror shall provide detailed information regarding safeguards in place to address access to data in this multitenant solution that fall under these aforementioned PII.

6 Implementation Plan

6.1 PROVIDE A DETAILED IMPLEMENTATION PLAN

Prior to and during implementation a project management plan will be provided and maintained which details tasks, deadlines, and responsibilities. The plan must define the processes critical to meeting all established goals. This project list will be discussed at least weekly during a dedicated status review conference call. Include reference to where else this implementation plan has been successfully utilized.

1. Describe the recommended order of implementation for each application module.
2. Describe the recommended order of implementation for each service (renewal, conversion, IR, etc.) offered.
3. Describe how transition to the new application modules will be accomplished specifically addressing cut over timeframes and whether parallel processing is required.
4. Describe how the Offeror, ADE, and MCESA will work together to finalize the implementation master plan following award of the contract.
5. Describe the Offerors change management practices relative to software fixes and periodic upgrades including the current regular schedule of software releases.
6. Describe the timeframe for implementation and the required dedicated resource(s) from the ADE and MCESA units necessary to ensure an on schedule go live.
7. The Offeror shall migrate all existing data from ADE and MCESA existing systems.
8. The Offeror shall implement the O/E solution by September 2012.
9. The Offeror must provide an implementation plan/schedule with deliverables, dates and amount per deliverable.

6.2 ROADMAP

Q1 FY 2013	Q2 FY 2013	Q3 FY 2013	Q4 FY 2013
<ul style="list-style-type: none"> • Teacher Evaluation • Principal Evaluation 	<ul style="list-style-type: none"> • Peer Evaluator Evaluation • Master Educator Evaluation 	<ul style="list-style-type: none"> • Extract data for Basis 	<ul style="list-style-type: none"> • Scheduling Tool • Evaluator/Evaluated validation

7 Training Plan

7.1 PROVIDE A DETAILED TRAINING PLAN

The Offeror shall provide intensive training on all aspects of the O/E system to ADE and MCESA as to reduce/eliminate vendor dependence. This includes initial training necessary for implementation and additional training following implementation

1. The Offeror shall fully train the Department of Education's IT programming staff in the use of any development and database management tools furnished as part of the proposal.
2. The Offeror shall provide a support and maintenance plan, along with a detailed training plan for each group of users.
3. Description of training required for various levels of users (ADE and MCESA administrators, specialists, educators, ADEs, program directors, operations, etc.).
4. A timeline recommending the type, location, sequence and duration of training sessions.
5. The expectation is that the implementation plan will include all necessary training for system users to operate and maintain system included in purchase price.
6. The ADE will not reimburse any travel expenses for training.

8 Documentation

1. Identify all application user manuals for all proposed portals, i.e. Internal, Educator, District and IHE.
2. Provide documentation in electronic format for all application user manuals and training manuals.
3. The Offeror should describe the procedures for periodic documentation revision and upgrades with associated costs, if any.

9 Schedule of Events

The following table provides the Schedule of Events for this RFP through contract finalization and Notice to Proceed

EVENT	DATE
1. RFP released to Vendors (week of)	July 11, 2012
2. RFP due date and time:	July 30, 2012
3. Submission of Best and Final Offers (BAFO), if necessary (week of)	August 2012
4. Anticipated Contract Finalization	August/September 2012
5. Anticipated Notice to Proceed	August/September 2012

10 Offeror Questionnaire

10.1 SOFTWARE OFFEROR QUALIFICATIONS

The following questionnaire should be answered by the software offeror. Each question should be answered fully and concisely. Proposals with unanswered questions will receive a lower score during the evaluation. **Additional supporting material may be attached.**

1. Organizational Experience and Stability

- a. State the nature and scope of your firm's business endeavors.
- b. State your firm's business philosophy and mission statement.
- c. State your firm's approach to research and development including frequency of version upgrades to the proposed software.
- d. State your firm's ongoing commitment to existing clientele.
- e. State your firm's commitment to and compliance with education standards such as CEDS, Ed-Fi, CCSSI, LTI, QTI, & APIP.
- f. State your firm's commitment to and compliance with education standards such as HIPAA, FERPA, PCI DSS, FISMA, SOX, & SAS 70.
- g. How long has your company been licensed to do business?
- h. State whether your organization is national, regional, or local.
- i. Is there any pending litigation or debarment against the company other than routine claims matters? If yes, explain fully.

2. Software Implementation Tools and Methodology Provided by Software Offeror

- a. What software tools are provided to assist with the implementation process (interface development, testing, conversion, fit analysis)?
- b. Does the software offeror provide a documented methodology that can be used by implementation teams to improve the speed or quality of the implementation? If so, describe.

3. Satisfaction of Current Clientele

- a. Provide a complete list of current States which are using the proposed application in production. For each, list the exact software release they are running, the implementation date, and the current development phase.
- b. Provide the name, address and phone number of at least one client which are running the proposed application in production and who have implemented their system in the last four years.

4. Distinguishing Factors

- a. What distinguishes your firm from your competitors regarding the implementation of this observation and evaluation software application?

Offer and Acceptance

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege Tax License No.: _____

For clarification of this offer, contact:

Name: _____

Federal Employer Identification No. _____

Phone: _____

Fax: _____

Tax Rate: _____ %

E-Mail: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip

Title

CERTIFICATION

By signature in the Offer section above, the offeror certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. § 41-1461 through 1465.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-391, the offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 35-391, the offeror does not have scrutinized business operations in Iran or Sudan.
7. In accordance with A.R.S. § 15-512, the offeror shall comply with fingerprinting requirements unless otherwise exempted.

ACCEPTANCE OF OFFER

The offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the School ADE/public entity.

This contract shall henceforth be referred to as Contract No. ADED13-_____

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed.

Awarded this _____ day of _____, 2012

AUTHORIZED SIGNATURE

11 Deviations/Exceptions Form

List any deviation or exception for any item listed in this solicitation. The item number must be listed and the page it is found on. Any deviation/exception or inability of the provider to handle that particular item must be clear and fully stated. Failure to show specific deviations indicates full compliance with this solicitation.

The following Deviations/Exceptions should be noted:

The undersigned hereby acknowledges that there are no **deviations/exceptions** to this solicitation:

Firm

Authorized Signature

Date

Proposal Cost Form
ADED13-00001972

I/We, the undersigned, propose to provide the service necessary for the specifications/ scope of work. *(Please expand spreadsheet as an attachment if additional fields for data entry are required. Note company name on each attached sheet.)* **Please enter a nominal amount in the items/bid tab for award consideration.** Price/Cost will be considered from this sheet.

Name of Company

Date Signed

Authorized Signature/Local Representative

Telephone/Fax Number

Type Name and Position Held with Company

E-Mail Address

Mailing Address

City

State

Zip

12 Annual Proposal Cost Form

I/We, the undersigned, declare that I/We:

- Meet or exceed the Consultant Requirements specified in the solicitation.
- Have carefully read and considered the Scope of Work to be performed and are qualified to perform the services required by the ADE with the exceptions of the items clearly noted on the Deviations/Exceptions form.
- Will maintain and provide proof of insurance as required under the solicitation.
- Agree to comply with the Department's rules, regulations and policies.

Please state an all-inclusive fee to provide all requested services specified in this solicitation:

	Fiscal Year				
	2013	2014	2015	2016	2017
Development/Base Costs	\$	\$	\$	\$	\$
Software					
Hardware					
Services					
Operating/Maintenance/ Licensing Costs	\$	\$	\$	\$	\$
Software					
Hardware					
Services					
Total Project Cost	\$	\$	\$	\$	\$

The "All-inclusive annual rate" fixed fee amount shown above includes the total maximum amount that will be paid under this agreement. Items such as postage, phone reimbursables, travel or other services are included. All anticipated costs must be addressed in the response and cannot be considered at a later date. The Consultant fee must be reduced by any commissions or other compensations paid to the consultant by the benefit providers.

Name of Company Proposing

Date Signed

Authorized Signature/Local Representative

Telephone/Fax Number

Type Name and Position Held with Company

Mailing Address

City

State

Zip

APPENDIX A: Certification Forms – Sample Evaluations

Provided here as a reference, an "evaluation" is an online form with a multilevel list of requirements used by a Certification Specialist (Evaluator) to evaluate the requirements for a particular credential.

Generally, the name of the form is the credential's name, e.g. Evaluation for the Provisional Elementary Education, K-8 Certificate.

Requirements are listed in a multilevel list. Currently, the evaluator shall reference information from the person's file and submitted documents to manually answer each requirement. The new system shall auto-verify requirements when the data is within the educator's online file.

OFFEROR'S REFERENCES

SOLICITATION # ADED13-00001972

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

- 1. Company/Organization _____
 - A. Address _____
 - B. Point of Contact/Phone # _____
 - C. Description of Services _____
and When Provided _____

- 2. Company/Organization _____
 - A. Address _____
 - B. Point of Contact/Phone # _____
 - C. Description of Services _____
and When Provided _____

- 3. Company/Organization _____
 - A. Address _____
 - B. Point of Contact/Phone # _____
 - C. Description of Services _____
and When Provided _____

OFFEROR'S ORGANIZATION
SOLICITATION # ADED13-00001972

INSTRUCTIONS:

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

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

Offeror's Personal Qualifications

SOLICITATION # ADED13-00001972

INSTRUCTIONS:

Complete a separate resume, specifically addressing Offeror's qualifications to perform the proposed services in accordance with the requirements of the Scope of Work. The resume shall outline Offeror's related education and work history. Include a transcript from your college or university (an unofficial transcript is acceptable).

CONFIDENTIAL/PROPRIETARY SUBMITTALS
ADED13-00001972

Confidential/Proprietary Submittals (mark one):

_____ No confidential/proprietary materials have been included with this offer

_____ Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary (see Uniform Terms and Conditions, paragraph 19). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the ADE Representative prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered.

Firm

Authorized Signature



CERTIFICATE OF INSURANCE

Bid # ADED13-00001972

VENDOR:

**ARIZONA DEPARTMENT OF EDUCATION
PROCUREMENT SECTION
1535 WEST JEFFERSON, Bin 37
PHOENIX, ARIZONA 85007**

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

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

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

State of Arizona and the Department named above are added as additional insured 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

OFFEROR'S CHECKLIST**ADED13-00001972**

Required Item	Solicitation Reference
Scope of Work/Requirements	Page 19
Offer and Acceptance	Page 39
Deviations/Exceptions	Page 40
Proposal Cost Form	Page 41-42
Certification Forms/Sample Evaluations	Page 43
References	Page 44
Organization	Page 45
Qualifications	Page 46
Confidential/Proprietary Submittals	Page 47
Certificate of Insurance	Page 48

END OF SOLICITATION