	State of Arizona **Department of Education** **Request For Proposal Cover Page**	RFP **ED06-0045** SES Supplemental Education Services

Solicitation Number:	**ED06-0045**
Solicitation Due Date / Time:	**May 4, 2006 at 3:00 p.m. Mountain Standard Time**
Submittal Location:	Arizona Department of Education Contracts Management Unit/3rd Floor 1535 West Jefferson Street, Bin #37 Phoenix, Arizona 85007-3209
Description of Procurement:	**The Arizona Department of Education (ADE) seeks to contract with qualified entities to provide Supplemental Educational Services to include tutoring, remediation, and other educational interventions.**
NOTE:	**Those entities that were awarded a contract under RFP ED05-0080 or ED06-0006 MUST submit a new response (Re-apply) to this solicitation.**

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

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

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

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

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Andrew K. Wilson *Procurement Officer*	April 6, 2006 *Date*
andrew.wilson@azed.gov *E-Mail Address*	602-542-4232 *Telephone Number*

OFFER AND AWARD

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

SOLICITATION NO. ED06-0045

OFFER

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

_____	_____
Company Name	Name of Person Authorized to Sign Offer
_____	_____
Street Address	Title of Authorized Person
_____	_____
City State Zip Code	Signature of Authorized Person Date of Offer

Telephone Number: _____ Facsimile Number: _____

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

Offeror's Federal Employer Identification Number: _____

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

Amendment No. Date	Amendment No. Date
_____	_____
_____	_____
_____	_____

ACCEPTANCE OF OFFER AND CONTRACT AWARD

(For State of Arizona Use Only)

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

This Contract shall henceforth be referred to as Contract Number **ED06-0045- _____**.

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

State of Arizona

Awarded this _____ day of _____, 2006.

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

TABLE OF CONTENTS
SOLICITATION NO. ED06-0045

Section	Title	Page
	Solicitation Cover Page	
	Offer and Award Form	1
	Table of Contents	2
1	Scope of Work	3
2	Special Terms and Conditions	8
3	Uniform Terms and Conditions	13

(Note: Sections 4 and 5 may not be physically located within any resultant contract, but will be incorporated therein by reference.)

4	Special Instructions to Offerors	21
5	Uniform Instructions to Offerors	24
6	Attachments	
	6.1 Fee Schedule	
	Attachment SES-I Provider Application	
	Attachment SES-II Provider Program Profile	
	Attachment SES-IIA Program Description for Parents and LEA's	
	Attachment SES-III Title I LEA Checklist	
	Attachment SES-IV Statement of Assurances	
	Attachment SES-V Internet Statement of Assurances	
	Substitute W-9 (State of Arizona)	
7	Exhibits	
	7.1 Certificate of Insurance	
	7.2 Determining the Per Pupil Allocation	
	7.3 Business Ownership Classifications	

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PLEASE NOTE: The following must be submitted with and as part of the Offer. Failure to include all required information may cause the proposal to be rejected.

Page 1	Signed Offer and Award Form
Page 12	Section 2, paragraph 17
Attachment 6.1	Fee Schedule
Attachment SES-I	Provider Application
Attachment SES-II	Provider Program Profile (attach examples A-G as requested)
Attachment SES-IIA	Program Description for Parents and LEA's
Attachment SES-III	Title I LEA Checklist
Attachment SES-IV	Signed original Statement of Assurances
Attachment SES-V	Signed original Internet Statement of Assurances
Exhibit 7.1	Certificate of Insurance (this may be submitted upon award of contract)
Exhibit 7.3	Business Ownership Classifications

SECTION 1 SCOPE OF WORK
SOLICITATION NO. ED06-0045

1. Background/Purpose

With the passage of the *No Child Left Behind Act of 2001* (NCLB), schools and teachers are to be given assistance in helping students perform at high academic levels. In addition, parents now have the option of utilizing Title I Supplemental Educational Services Providers (SESP) if their children are enrolled in any school receiving Title I funds that is in its second year of Title I School Improvement, Corrective Action, or Restructuring.

For purposes of the Title I School Improvement program, Title I Supplemental Educational Services are defined as tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day and are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children in attaining proficiency in meeting Arizona's Academic Standards, especially in reading and mathematics.

A. What is Academic Tutoring?

Academic tutoring:

1. Includes instruction/tutoring before school, after school, Saturdays, and/or late start.
2. Is of high quality, research-based, and specifically designed to increase the academic achievement of eligible children on assessments and attain proficiency in meeting the Arizona Academic Standards, as measured by AIMS.

B. Who are Eligible Students?

Eligible students are those attending those Title I schools that have failed to make adequate yearly progress for three (3) consecutive years or more in the areas of reading, language arts and mathematics and are from a low-income family as determined by the LEA.

C. What is an Alternative Tutoring Provider?

An alternative tutoring provider is a non-profit or for-profit entity that:

1. Has a demonstrated record of effectiveness in increasing student academic achievement,
2. Is capable of providing tutoring that is consistent with the instruction of the Public Education Agency (PEA) and the State Standards, and
3. Is financially sound.

D. What Entities are eligible to apply?

Entities eligible to apply for providing supplemental educational services may include, but are not limited to a (an):

- School District*
- Public School*
- Charter School*
- Private School
- Library
- Distance Learning Service (Internet based service)
- Community Based Organization
- Faith Based Organization
- 21st Century Community Learning Center
- Commercial/Private (for profit) provider
- Individual
- Institution of Higher Education (University or College)

*Any district, public school or charter school identified for Title I School Improvement, Corrective Action or Restructuring, is <u>not eligible</u> to be a Title I SESP. If a school that is making adequate yearly progress (AYP) within a district that is identified for improvement, the school may apply to be a Title I SESP.

2. Provider Responsibilities

A. Provide supplemental educational services outside the regular school day (tutoring that occurs before school, after school, weekends, intersession and/or summer school);
B. Ensure instruction, content, and curriculum are consistent with the school/district the student attends and aligned to the Arizona Academic Standards;
C. Ensure that instructional strategies are of high quality, based upon research, and specifically designed to increase the achievement and proficiency of low-income students in meeting Arizona Academic Standards in the areas of reading and/or mathematics;
D. Demonstrate a record of effectiveness in improving student academic achievement in reading and/or mathematics;
E. Provide appropriate accommodations and support to students with disabilities to ensure such students benefit from supplemental educational services;
F. Ensure that eligible students with disabilities and students covered under Section 504 may participate with necessary accommodations, are consistent with a student's individualized education program under Section 614 of the Individuals with Disabilities Education Act (IDEA), or a student's individualized services under Section 504, supplemental educational services program may not discriminate against these students;
G. Provide an assurance that all employees who will interact with eligible students have undergone background checks and have a valid fingerprint clearance card with the Arizona Department of Public Safety per ARS § 15-534 for traditional public schools and per ARS § 15-183 for charter schools. For more information: http://www.ade.az.gov/certification/
H. Comply with all applicable Federal, State, and local health, safety, and civil rights laws;
I. Provide services in accessible locations;
J. Ensure that all instruction, content, and curriculum are secular, neutral, and non-ideological; and
K. Provide evidence that applicant is financially sound.

3. Provider Requirements

A. Approved providers are required to attend a mandatory meeting regarding Title 1 SES (Supplemental Educational Services) in July 2006. Providers are required to use the services agreement provided by the Arizona Department of Education (ADE) with the parent(s) of eligible students.

B. The services agreement includes:
1. A statement of specific achievement goals for the student based upon the child's specific educational needs, developed in consultation with the student's parents and the school/district; in the case of a student with disabilities, is consistent with the student's Individualized Education Program (IEP) or 504 plan;
2. A description of the assessments and the instructional program to be used;
3. A description of how the student's progress will be measured;
4. A description of how each eligible student's parent(s), teacher(s) and the district will be regularly informed of the student's progress in a format and, to the extent practicable, in a language or other mode of communication that parents can understand;
5. Attendance requirements;
6. The provider must have planned on-site supervision (If a provider intends to offer services at the school, the district is not required to provide space or resources, i.e., staff, computers, copies, facility. The provider must have a separate agreement with the LEA to use school facilities);
7. The amount of time supplemental educational services will be provided;
8. A provision that the term of the contract agreement shall terminate immediately upon the provider's removal from the ADE list of approved supplemental educational services providers;
9. A provision for termination of the agreement if the provider fails to meet student progress goals;

10. An assurance that all employees who will interact with eligible students have undergone background checks and have a valid fingerprint clearance card with the Arizona Department of Public Safety per A.R.S. §15-534 for traditional public schools and A.R.S. § 15-183 for charter schools. For more information: http://www.ade.az.gov/certification/
11. Provisions with respect to the making of payments to the provider by the district;
12. An assurance from the provider that prohibits them from disclosing to the public the identity of any student eligible for, or receiving, Title I SES without the written permission of the student's parents.

4. Per Pupil Spending Limit *(See Exhibit # 7.2 Public Law 107-110 Section 1116(e))*

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

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

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

5. Monitoring and Evaluation of Approved Providers

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

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

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

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

The following table displays how these data collection methods will be configured for the on-site observations.

SECTION 1 SCOPE OF WORK
SOLICITATION NO. ED06-0045

OBJECTIVE	Document Analysis	Interviews
Evidence of:		
Financial and organizational capacity	√	
High quality, research based instruction, content and curriculum	√	√
Instruction , content and curriculum are aligned to district and Arizona Academic Standards	√	√
Increased student academic achievement on AIMS	√	√
Regular communication with parent/ guardian/ school/district	√	√
Teacher and instructor qualifications	√	
Services that are secular, neutral, and non-ideological	√	√
Meeting applicable federal, state, and local health, safety, and civil rights laws.	√	√
Meeting obligations set forth in all contract agreements with parent/guardian//school/district	√	√
Adheres to all agreements and responsibilities noted in all documents submitted as part of the application process	√	√
Meets general and Internet statement of assurances	√	√

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

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

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

Each offeror is invited to review the following information:

The Providers' Toolkit for Supplemental Educational Services. The SESQ Center developed a *Toolkit* to offer potential or current SES providers practical, step-by-step tips, tools and resources on designing, delivering, marketing, managing, and evaluating an SES program. For a pdf version, use the following web address: http://www.tutorsforkids.org/ToolkitDownload.asp . To order a free copy, call: 1-866-544-8686 or send an email to tutorsforkids@air.org. This web site has a variety of additional information on supplemental education services.

Code of Business Conduct and Ethics developed for providers of SES services. Developed with input from Education Industry Association members, these voluntary guidelines for members of the education industry describe best practices for SES tutoring providers and set the benchmark for ethical decision-making. The Code is available in PDF and MS Word formats at http://www.educationindustry.org/ . The ADE recommends that all offerors review these best practices that outline the expectations of conduct for approved providers in Arizona. The U.S. Department of Education's *Supplementary Education Services Non-Regulatory Guidance* offers more details on implementing SES and is available at http://www.ed.gov/policy/elsec/guid/suppsvcsguid.pdf

6. The Provider will not:

- Hire instructors/teachers from schools "Identified for Improvement or Corrective Action Schools" to provide instruction in their own schools.
- Apply additional admission criteria to eligible students.
- Employ current employees of the ADE.
- Consider selection by ADE as an endorsement or guarantee of work, if selected as a provider.
- Deliver tutoring services in a private residence.

SECTION 2
SPECIAL TERMS AND CONDITIONS
SOLICITATION NO. ED06-0045

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.

2. 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 against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

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

3. <u>Insurance Requirements.</u> 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.

<u>Minimum Scope And Limits Of Insurance:</u> Contractor shall provide coverage with limits of liability not less than those stated below.

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

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

   a. The policy shall be endorsed to include coverage **for sexual abuse and molestation.**

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

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

2. **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

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, involving automobiles owned, leased, hired or borrowed by the Contractor".***

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

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

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

4. **Professional Liability (Errors and Omissions Liability)**

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

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

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

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

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

C. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Procurement Officer listed in No. 18 of this section, and shall be sent by certified mail, return receipt requested.

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

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

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

All certificates required by this Contract shall be sent directly to the Procurement Officer listed in No. 18 of this section. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time**. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

4. Contract Term. The term of this Contract shall commence on July 1, 2006 and will remain in effect through June 30, 2007, unless terminated, canceled, or extended as otherwise provided herein.

5. Option to Extend the Term of the Contract.

A. ADE may, at its sole option, extend the term of this Contract by written notice to the Contractor within sixty (60) calendar days of the Contract expiration date.

B. If ADE exercises this option, the extended Contract shall be considered to include this option provision as well as all other terms and conditions of the original contract, as modified.

C. The total duration of this Contract, including the exercise of any options under this provision, shall not exceed five (5) years.

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. **Type of Contract.** This is a firm-fixed price, indefinite quantity, requirements contract for use of all Arizona public education agencies.

8. **Eligible Recipient Agencies and Payment**: Pursuant to authority delegated to ADE by the Department of Administration, this Contract is for the use of ADE, other state agencies, and Arizona school districts and charter schools (all public education agencies). The prices and terms and conditions of this contract apply to all eligible recipient agencies. The Contractor shall accept purchase orders from eligible recipient agencies for contract services. The Contractor shall invoice the eligible recipient agency that tendered the purchase order for the contract services (do not invoice ADE). The eligible recipient agency will pay the Contractor upon approval of acceptable invoice.

9. **Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the offer.

10. **Federal Immigration and Nationality Act:**
The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

11. **Background Checks and Fingerprint Clearance.** Pursuant to A.R.S. §§ 15-512 and 534 the Contractor shall require reference and background checks and fingerprint clearance of all employees working with students.

12. **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.

13. **Non-exclusive Status.** ADE reserves the right to have the same or similar services provided by other than the Contractor.

14. **Inclusive Offeror.** Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for percentage of your tutoring services. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

15. **Payment.** The Contractor shall be paid the total amount set forth in Attachment 6.1 of the Contract upon verification by the eligible recipient agency that the Contractor satisfactorily delivered the goods or services set forth in the Scope of Work or specifications.

16. **Invoices.** The Contractor shall submit invoices in a mutually acceptable format for work that has been performed in accordance with the contract terms and conditions and accepted by the LEA.

17. **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)

A. Provider representative to contact for contract administration purposes:

_____
(Name and Title)

_____
(Street Address)

_____
(City & State) (Zip Code)

_____
(Telephone & Facsimile Numbers)

_____
(E-mail Address)

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

Nancy Konitzer
Academic Achievement
1535 West Jefferson Street
Phoenix, Arizona 85007
Phone: (602) 542-7470
FAX: (602) 542-3100
E-mail: nkonitz@ade.az.gov

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

Andrew K. Wilson
Procurement Officer
Contracts Management Unit, Bin #37
1535 West Jefferson Street
Phoenix, Arizona 85007
Phone: (602) 542-4232
FAX: (602) 364-0598
E-mail: andrew.wilson@azed.gov

SECTION 3
UNIFORM TERMS AND CONDITIONS
SOLICITATION NO. ED06-0045

1. Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

A. *"Attachment"* means any item the Solicitation requires the Offeror/Contractor to submit as part of the Offer.

B. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offeror/Contractors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Final Proposal Revisions; and any Solicitation Amendments or Contract Amendments.

C. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

D. *"Contractor"* means any person who has a Contract with the State.

E. *"Days"* means calendar days unless otherwise specified

F. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

G. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

H. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

I. *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.

J. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

K. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

L. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

M. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation.

A. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

B. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

(1) Special Terms and Conditions;

(2) Uniform Terms and Conditions;

(3) Statement or Scope of Work;

(4) Specifications;

(5) Attachments;

(6) Exhibits;

(7) Documents referenced or included in the Solicitation.

D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation.

A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

C. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

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

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

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

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

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

4. Costs and Payments.

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

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

C. Applicable Taxes.

(1) Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

(2) State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

(3) Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

(4) IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

(5) Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

(6) Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

a. Accept a decrease in price offered by the Contactor;

b. Cancel the Contract;

c. Cancel the Contract and re-solicit the requirements.

5. Contract Changes.

A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

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

6. Risk and Liability.

A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the State of Arizona shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. Indemnification.

(1) Contractor/Vendor Indemnification (Not Public Agency). The parties to this Contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this Contract is responsible for its own negligence.

(2) Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

(3) Indemnification – Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

D. Force Majeure.

(1) Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

(2) Force Majeure shall not include the following occurrences:

a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

c. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

(3) If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

(4) Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties.

A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

(1) Of a quality to pass without objection in the trade under the Contract description;

(2) Fit for the intended purposes for which the materials are used;

(3) Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

(4) Adequately contained, packaged and marked as the Contract may require; and

(5) Conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. Inspection/Testing. The warranties set forth in subparagraphs 7A through 7C of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

E. Year 2000.

(1) Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

(2) Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

F. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

G. Survival of Rights and Obligations after Contract Expiration or Termination.

(1) Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

(2) Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies.

A. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.

B. Stop Work Order.

(1) The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

(2) If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

D. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it

E. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination.

A. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The

cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

B. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

C. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.

D. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

E. Termination for Default.

(1) In addition to the rights reserved in the Contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

(2) Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

(3) The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

F. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration. The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

SECTION 4
SPECIAL INSTRUCTIONS TO OFFERORS
SOLICITATION NO. ED06-0045

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

A. *"ADE"* means the Arizona Department of Education.

B. *"Department"* means the Arizona Department of Education.

2. Required Information. The following shall be submitted concurrent with and as part of the Offer:

Page 1	Signed Offer and Award Form
Page 12	Section 2, paragraph 17
Attachment 6.1	Fee Schedule
Attachment 6.1	Fee Schedule
Attachment SES-I	Provider Application
Attachment SES-II	Provider Program Profile (attach examples A-G as requested)
Attachment SES-IIA	Program Description for Parents and LEA's
Attachment SES-III	Title I LEA Checklist
Attachment SES-IV	Signed original Statement of Assurances
Attachment SES-V	Signed original Internet Statement of Assurances
	Substitute W-9 (State of Arizona)
Exhibit 7.3	Business Ownership Classifications

3. Authorized Signature.

A. For any document that requires the Offeror's signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual agreements. Additionally, if requested by ADE, disclosure of ownership information shall be submitted.

(1) Privately Owned: The Owner must sign the contract.

(2) Partnership: A Partner must sign the contract.
(3) Corporation: A Corporate Officer must sign the contract.

B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee's authority must accompany the contract. All addenda to the contract shall be signed by the authorized individual who signed the contract except that they may be signed by a duly authorized designee.

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

5. Award Basis. The successful vendor(s) will be determined by Evaluation Criteria including but not limited to state approval; experience, expertise and reliability. ADE reserves the right to award as many term contracts as may be in the best interest of the State.

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

If a vendor receives an award and is unable to meet service requirements or is unable to hold Proposal price, or fails to provide service within a reasonable period of time as determined by ADE, ADE reserves the right to cancel the contract.

6. Inclusive Offeror.

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for a percentage of your tutoring services. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

7. Offer Format and Content.

A. **One Original and three (3) copies of the offer(s) shall be submitted.** Subcategories of information in each of the volumes should be highlighted for ease of evaluating the information contained therein. If the Offeror finds it necessary to take exception(s) to any of the requirements specified in this Solicitation, clearly indicate each such exception in the proposal along with a complete explanation of why the exception was taken and what benefit accrues to the State thereby. All substantive exceptions and supporting rationale shall be identified as such and consolidated into one section of the Offer.

B. To facilitate evaluation, the Offer must be **specific**, and complete to clearly and fully demonstrate the Offeror has a thorough understanding of the requirements, can provide detailed information and relate experience concerning previous performance of similar services. Statements that the Offeror understands, can or will comply with the Scope of Work, statements paraphrasing the Scope of Work or parts thereof, and phrases such as *"standard procedures will be employed"* or *"well-known techniques will be used"*, etc., will be considered unacceptable. Offerors should note that data previously submitted shall not be relied upon nor incorporated in the Offer by reference.

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

A. Step One. Initial review of offer to determine if it includes all required information.

B. Step Two. Evaluation of offer to assess the Offeror's capability to deliver the required services in accordance with the terms and conditions set forth in the Solicitation and requirements of the Scope of Work.

C. Step Three. (Optional) Discussions with Offerors concerning their offers. This step includes requests for Final Proposal Revisions from Offerors still considered susceptible of winning contract award(s).

D. Step Four. Contract award(s) made to the responsible Offeror(s) whose offer(s) is determined to be the most advantageous to the State, based on the following criteria:

(1) Program Design
(2) Evidence of Effectiveness
(3) Student Progress
(4) Parent and LEA Communication
(5) Qualifications of Instructional Staff
(6) Financial Capacity
(7) Applicant's Organization
(8) Statement of Assurances (two)

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

10. Final Proposal Revisions.

A. In the event the Procurement Officer determines discussions are required, discussions on the areas, items, and factors specified in this Solicitation will be held with all Offerors determined to be in the competitive range.

B. The Offeror is permitted to make revisions during negotiations. Offerors should be aware that a complete understanding as to pricing, technical, and all other terms and conditions of the proposed contract must exist between the Offeror and ADE at the conclusion of negotiations.

C. Discussions will be concluded when a mutual understanding has been reached with each Offeror remaining in the competitive range. This mutual understanding will become the basis for the Offeror's Final Proposal Revision.

D. The Final Proposal Revision must be returned, signed and dated by the Offeror within the time and date specified to be eligible for award.

11. Certificate of Insurance Form. The ADE recommends that the Offeror consider using the sample Certificate of Insurance included in this Solicitation as Exhibit 7.1. If the Offeror wishes, it may submit a substantially similar Certificate of Insurance. If the Offeror so elects, the proposed Certificate of Insurance shall be submitted to the ADE for review and approval.

12. Federal Immigration and Nationality Act:
The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

SECTION 5
UNIFORM INSTRUCTIONS TO OFFERORS
SOLICITATION NO. ED06-0045

1. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

A. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.

B. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Final Proposal Revisions; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.

C. "*Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

D. *"Contractor"* means any person who has a contract with the State.

E. *"Days"* means calendar days unless otherwise specified.

F. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

G. *"Offer"* means bid, proposal or quotation.

H. *"Offeror"* means a vendor who responds to a Solicitation.

I. *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.

J. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").

K. *"Solicitation Amendment"* means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

L. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

M. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

2. Inquiries.

A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be a grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.

B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may, except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

D. Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

E. No Right to Rely on Verbal Responses. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.

G. Pre-Offer Conference. If a pre-Offer Conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the Conference. Material issues raised at the Conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

H. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation.

A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms unless the Solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.

B. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror/Contractor's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.

D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror/Contractor clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror/Contractor's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

(1) Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

(2) Request for Proposals: All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria as stated in the Solicitation, or result in rejection of the Offer. An Offer that takes exception to any material requirement of the Solicitation may be rejected.

E. Subcontracts. Offeror/Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

F. Cost of Offer Preparation. The State will not reimburse any Offeror/Contractor the cost of responding to a Solicitation.

G. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.

H. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

I. Provision of Tax Identification Numbers. Offeror/Contractors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.

(1) Employee Identification. Offeror/Contractor agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this Contract. If the federal identifier of the Offeror/Contractor is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

J. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the Solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Contractor.

K. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror/Contractor shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror/Contractor shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

(1) Special Terms and Conditions;
(2) Uniform Terms and Conditions;
(3) Statement or Scope of Work;
(4) Specifications;
(5) Attachments;
(6) Exhibits;
(7) Special Instructions to Offeror/Contractors;
(8) Uniform Instructions to Offeror/Contractors;
(9) Other documents referenced or included in the Solicitation.

M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Offer.

A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror/Contractor and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

C. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror/Contractor believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror/Contractor certifies that:

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

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

5. Evaluation.

A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purposes of evaluating that price.

C. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.

D. Disqualification. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.

E. Offer Acceptance Period. An Offeror/Contractor submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Final Proposal Revision is requested pursuant to a Request for Proposals, an Offeror/Contractor shall hold its Offer open for one hundred-twenty (120) days from the Final Proposal Revision due date.

F. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:

(1) Waive any minor informality;

(2) Reject any and all Offers or portions thereof; or

(3) Cancel a Solicitation.

6. Award.

A. Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror/Contractor is not in the State's best interest, "all or none" Offers shall be rejected.

B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror/Contractor to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

C. Effective Date**.** The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7. Protests. A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

A. The name, address and telephone number of the protester;

B. The signature of the protester or its representative;

C. Identification of the purchasing agency and the Solicitation or Contract number;

D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

E. The form of relief requested.

8. Comments Welcome. The State Procurement Office periodically reviews the Uniform Instructions to Offeror/Contractors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

ATTACHMENT 6.1 FEE SCHEDULE
SOLICITATION NO. ED06-0045

Cost per hour for supplemental educational services as per scope of work Section 1

$_____

If payment is made within _____ calendar days after acceptance of goods and/or services, the above quoted price, excluding sales tax, shall be discounted by _____%. (Refer to Uniform Instructions To Offerors for discount requirements.)

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 SES-1

ARIZONA DEPARTMENT OF EDUCATION
SUPPLEMENTAL EDUCATION SERVICES

PROVIDER APPLICATION

PLEASE PRINT LEGIBLY IN **BLUE** OR **BLACK** INK OR TYPE ALL INFORMATION:

SECTION 1 – PROVIDER IDENTIFICATION

Name of Provider: _____
(**INDIVIDUALS**: Use Individual Name) (**COMPANIES**: Use Company Name)

DBA: _____

Mailing Address: _____ **County:** _____

City: _____ **State:** _____ **Zip:** _____

Contact Person: _____ **Title:** _____

Phone Number: _____ **E-Mail:** _____ **Fax #:** _____

Person(s) authorized to verify student has received services:

Name: _____ **Title:** _____

Name: _____ **Title:** _____

PROVIDER CLASSIFICATION (CHECK ALL THAT APPLY)

- ☐ District
- ☐ Public School
- ☐ Charter School
- ☐ Private School
- ☐ Library
- ☐ Distance Learning Service (Internet based service)
  Available at: ☐ School ☐ Other (specify): _____
- ☐ Community based organization
- ☐ Faith-based organization
- ☐ 21st Century Community Learning Centers
- ☐ Institution of higher education
- ☐ Commercial/private (for profit) education services provider
- ☐ Individuals or group of individuals (legally recognized non-profit or for-profit entity and approved by the state)
- ☐ Other: _____

PROVIDER ACADEMIC / INSTRUCTIONAL INFORMATION
COMPLETE ALL SECTIONS A – I

A. Subject(s) (Check all that apply):

☐ READING ☐ LANGUAGE ARTS ☐ MATH ☐ WRITING ☐ OTHER CORE ACADEMIC AREAS:

_____ _____ _____

B. We can serve the following (Check all that apply):

☐ ENGLISH LANGUAGE LEARNERS ☐ STUDENTS WITH DISABILITIES ☐ SPECIAL POPULATIONS

☐ OTHER: (please specify) _____ _____ _____

WE CAN SUPPLY:

☐ Bi-lingual Instructors who have the capability to communicate with non-English speaking parents.

Please Specify languages: _____

C. Type of Instruction Available: (Check all that apply)

Individual Instruction: ☐ YES ☐ NO

Small Group Instruction: ☐ YES ☐ NO Minimum Number of students necessary for service: _____

ESTIMATED TEACHER/PUPIL RATIO* _____ * No more than 10 students in group for computer instruction.

D. Grade Levels Served: (Check all that apply)

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

E. Length of Tutoring Services:

Number of hours per day: _____ Number of days per week: _____

F. Cost of Services:

Hourly Rate: $ _____

**** Please note that fees for testing, application, etc. will be included in the allowable per pupil costs.***

G. Number of Instructors/Tutors:

Number of Instructors/Tutors: _____ ☐ To be Determined

H. Days of Operation: (Check all that apply)

☐ Sunday ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday

Hours of Operation: am - pm (Mountain Standard Time)

Do you offer Summer School ? ☐ YES ☐ NO *If* **YES** *Please Complete the Following*:

Dates of Operation: (i.e., June 5 – July 7, 2007) _____

Days of Operation: (Check all that apply)

☐ Sunday ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday

Hours of Operation: _____ am - _____ pm (Mountain Standard Time)

I. Address / Location(s) where program services will be offered:

Distance Learning Providers – Please specify **all public** locations of services, i.e., services delivered at students' school *(as agreed upon with the districts)*, community centers, etc.

Please note: Individuals providing supplemental educational services may **NOT** provide services within their own home. Services may be provided at a local library, community center, or other public location.

Location: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

County: _____ Phone: _____ E-mail: _____

If service delivery is not at the student's school, is transportation provided? ☐ Yes ☐ No

If yes, is there a separate fee? ☐ Yes ☐ No If yes, please include the fee for this service: _____
(Note: LEAs are not required to provide or pay for transportation.)

Please include additional locations as needed:

Location: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

County: _____ Phone: _____ E-mail: _____

Location: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

County: _____ Phone: _____ E-mail: _____

Location: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

County: _____ Phone: _____ E-mail: _____

Location: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

County: _____ Phone: _____ E-mail: _____

ATTACHMENT SES-II

ARIZONA DEPARTMENT OF EDUCATION
SUPPLEMENTAL EDUCATION SERVICES

PROVIDER PROGRAM PROFILE

SES II - PROVIDER PROGRAM PROFILE

Provider profiles will be scored using the Supplemental Educational Service (SES) Provider Application Scoring Rubric.

- **Answer each question separately.**
- **Do Not submit company promotional materials in answer to any question.**
- **Keep to the page limit for each section.**
    - **For example the first part, *Program Design*, has 4 prompts and a page limit of three (3) pages. The fourth prompt asks for two sample lessons; these pages do not count towards the three (3) pages for *Program Design.* The lessons are separate.**

- **Place examples after <u>each</u> relevant prompt. Use tabs to separate the <u>topic</u> sections.**
    - **Examples <u>do not</u> count towards the total page limit (see above).**
    - **Applicants shall complete each item using requested examples.**
    - **Examples shall indicate the section letter and prompt number pertaining to that prompt, e.g. A-4 Reading Lesson; A-4 Math Lesson. Use tabs to separate the sections – Include all information within the specific tab and label as A1, A2, A3, A4.**
    - **Failure to make full and complete disclosure may result in the rejection of applicant as unresponsive**.

- **All responses must be typed, one-sided, 12 pt font or larger, and one-inch margins. Write the prompt followed by your response. Use tabs to separate the topics, e.g. *A. Program Design*; *B. Evidence of Effectiveness.***
- **Do not submit company promotional materials in response to any question, prompt or example.**
- **Pliable binders are preferred.**

A. <u>Program Design – Answer Each Prompt Separately - Limit 3 pages</u>

1. Describe the nature of the tutoring to be provided by addressing the following issues:
    - Curriculum /content (what)
    - Teaching strategies (how)
    - Grouping size and student selection (who)
    - Presence of tutor (on site vs. virtual)

2. Describe the organizational structure of tutoring services by addressing the following issues:
    - Location of actual tutoring
    - Program supervision
    - Tutor supervision

3. Describe the methods and strategies for serving eligible students from each group that follows:
    - Title I students
    - Students with disabilities
    - English Language Learners
    - Special populations (migrant, homeless, and ethnic / racial minorities)

4. Provide two sample lessons, in total, that align to Arizona Academic Standards and use form below. Limit 2 pages in total Label A-4 Reading, A-4 Math.

Lessons should be in the following areas:

- Reading or Writing
- Mathematics
- **Exception:** If you are a company that gives services in only one content area, provide the second lesson in that same area.
  (Label as A 4 Reading or A 4 Math. Limit - 1 pages per lesson.)
  Include the Articulated Code the lesson(s) address – see format below
    - Arizona Academic Standards URL: http://www.ade.az.gov/standards/contentstandards.asp
    - Arizona Articulated Standards http://www.ade.az.gov/standards/CodingArticulatedStds.pdf

- If your program is computer based or an on-line company, describe how Arizona Standards are aligned with your program and give a description of how a lesson would work during a typical session. Use your own Plan Outline adapting it to the one below.

Name of Applicant	
Articulated Code	R07-S1C4-01 **R**eading, grade **7**, **S**trand **1**, **C**oncept **4**, Performance Objective **1** **See coding for Articulated Standards:** http://www.ade.az.gov/standards/CodingArticulatedStds.pdf
At a minimum provide the following:	
Goal/Objective	
Resources/Materials	
Introduction	
Activity/Procedure	
Student Practice	
Evaluation Plan	
Supplemental Activities	

B. <u>Evidence of Effectiveness – Answer Each Prompt Separately - Limit 2 pages</u>

1. Describe your experience for providing supplemental services to low income students attending Title I schools.
2. Explain how the key instructional practices and major design elements of your program are
    - High quality
    - Research based
3. Provide evidence that your program has a positive impact on <u>Title I</u> student academic achievement:
    - Write a narrative covering at least 3 examples of students' achievement: (**limit - 1 page)**
    - Demonstrate <u>the same 3 examples</u> through graphs and/or charts. **(Label as Example B – 3)**

C. Student Progress – Limit 1 page

1. Describe the process used to evaluate, monitor, and track students based on the articulated standards of the subject(s) being covered by the tutor. Specifically address the following:
    - *Initial evaluation* - Describe how you evaluate student. Attach sample of pre-test
    - *Ongoing tracking* - Describe how you monitor progress. Attach sample progress report
    - *Final evaluation* - Describe how you determine achievement. Attach sample of post-test.

    (Label as Example C-1 pre-assessment; Label as C-1 post assessment; Label as Example C-1 progress report in English and another language, if available.) See coding for:

    Articulated Standards: http://www.ade.az.gov/standards/CodingArticulatedStds.pdf
    Arizona Academic Standards: http://www.ade.az.gov/standards/contentstandards.asp

2. Describe your method of recording student attendance. Attach sample of attendance form **(Label as C-2 Attendance)**

D. Parent and LEA/ Teacher Communication – Limit 1 page

1. Describe the method and frequency for reporting student progress to the following stakeholders:

    - LEA / school
    - Teacher
    - Parent(s)

    be specific.

2. Describe how you monitor student absence. Attach a sample notice sent regarding absences. (**Label D-2 –Absence)**

3. Describe the process for resolving student and/or parent/guardian complaints.

4. Describe how you request payment for service from Districts. Attach request form (if available). **(Label D-4 Request Form)**

E. Qualifications of Instructional Staff – Limit 2 pages

1. Describe the process for hiring tutors addressing the following points: *(teachers from schools in improvement may not tutor in their own school)
    - Minimum qualifications
    - Recruiting methods
    - Experience working with Title I students

2. Attach short resumes or brief biographies of three key supervisory personnel. Include owner/operator of company; supervisor; and at least one teacher of Reading and /or Math **(Label as Examples E-2 Resumes)**.

Technical Review

Applicant must provide sufficient evidence for Section F. Financial Capacity and Section G. Organizational Capacity.

F. Financial Capacity - (Label as Example F –1)

1. Submit a copy of the organization's tax return for the past two years **or** other evidence of financial capacity. Additional evidence may include:

   A. Copies of business license or formal documental of legal status with respect to conducting business in the state of Arizona;
   B. A description of how the provider currently receives funds;
   C. Audited financial statements;
   D. Business plans or profiles.

2. Provide the names, titles, addresses, phone numbers, and e-mail addresses (if available) of at least three references that have contracted for similar services within the past two years **(Label as Example F – 2)**.

G. Applicant's Organization

Applicants shall complete each item using examples where necessary. Examples 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 applicant as unresponsive.*

		YES	NO
1.	Administrative Agent		
	Is the Applicant acting as an administrative agent for any other agency, firm, or governmental agency? ***(If YES, provide a description of the relationship in both, legal and functional aspects as Attachment G – 1.)***	[ ]	[ ]
2.	Civil Rights Compliance Data		
	Has any Federal or State agency ever made a finding of noncompliance with any relevant civil rights requirements with respect to the Applicant's business activities? ***(If YES, provide an explanation as Attachment G – 2.)***	[ ]	[ ]
3.	Prior Felony Conviction(s)		
	Has the Applicant, its major stockholders with a controlling interest, or its officers been the subject of criminal investigations or prosecutions or convicted of a felony? ***(If YES, provide an explanation as Attachment G - 3.)***	[ ]	[ ]
4.	Suspension or Exclusion from Federal or State Program(s)		
	Has the Applicant ever been suspended or excluded from any Federal or State Government program for any reason? (***If YES, provide an explanation as Attachment G – 4.)***	[ ]	[ ]
5.	Have any licenses ever been denied, revoked or suspended or provisionally issued within the past five (5) years? ***(If YES, provide an explanation as Attachment G – 5.***	[ ]	[ ]
6.	Has the Applicant or the Applicant's firm terminated any contracts, had any contracts terminated, or been involved in contract lawsuits? ***(If YES, provide an explanation as Attachment G – 6.)***	[ ]	[ ]
7.	Does the Applicant, its staff, relatives, or voting members of the Board of Directors maintain any ownerships, employments, 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 the Arizona Department of Education? ***(If YES, provide a full explanation of the situation as Attachment G – 7.)***	[ ]	[ ]

SES II-A: PROGRAM DESCRIPTION FOR PARENTS AND LEAS

The following information will be used by parents in the selection process, LEAs in assisting parents, and posted on the ADE website.

Name of Provider:	
Contact Person:	
E-mail:	
Contact Information:	*Address:* ***City/State/Zip:*** ***Phone:*** ***Fax:*** *Website:*
Location of Services:	Include all addresses and phone numbers of service locations.
Days and **Hours of Operation:**	☐ Sunday ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday Hours of Operation: _____a.m. - _____ p.m.
Provider Classification: (Check all that apply)	☐ District ☐ Public school ☐ Charter school ☐ Private school ☐ Individual ☐ Library ☐ 21st Century Community Learning Centers ☐ Community based organization ☐ Faith-based organization ☐ Institution of higher education ☐ Commercial/private (for profit) education services provider ☐ Distance learning service – Provided at: ☐ School ☐ Other (Specify): _____
Grade Levels Served: (Check all that apply)	☐K ☐1 ☐2 ☐3 ☐4 ☐5 ☐6 ☐7 ☐8 ☐9 ☐10 ☐11 ☐12
Subjects: (Check all that apply)	☐ Reading ☐ Math ☐Other Core Areas:_____
Type of Instruction Available: (Check all that apply)	☐ Small group instruction (teacher/student ratio _____) ☐ Individual instruction ☐ Bilingual assistance for non-English speaking parents
Special populations: (Check all that apply)	☐ English language learners ☐ Special education ☐ Other (please specify): _____
Provider Services:	*Provide a brief description of your program's services. Include the length of time in operation, the instructional strategies, the assessments used, and how student goals are determined.* ***(75 words maximum)***
Instructional Staff:	*_____ Total Number of Instructional Staff* *Provide a brief summary of the qualifications and experience of instructional staff in instructing Title I students, English Language Learners, those with Disabilities and other Special Populations. Include a statement that all staff has had background checks and have valid fingerprint clearance cards.* ***(75 words maximum)***
Curriculum/Program:	*Provide a bulleted list of assessments and programs to be used in providing supplemental educational services.*

ATTACHMENT SES-III

ARIZONA DEPARTMENT OF EDUCATION
SUPPLEMENTAL EDUCATION SERVICES

TITLE I LEA CHECKLIST

SES III - ARIZONA COUNTIES SERVICE LOCATIONS

Please mark the counties in Arizona for which you or your organization will provide services. After September 1, the approved providers will select the specific LEA's/schools for which services will be provided. **Please *do not* select STATEWIDE unless you intend to serve all Arizona.**

☐ ***STATEWIDE***

NOTE: Select STATEWIDE only if can provide the service throughout the state.

☐ ***APACHE COUNTY***

☐ ***COCHISE COUNTY***

☐ **COCONINO COUNTY**

☐ **GILA COUNTY**

☐ **GRAHAM COUNTY**

☐ **GREENLEE COUNTY**

☐ **LA PAZ COUNTY**

☐ **MARICOPA COUNTY**

☐ **MOHAVE COUNTY**

☐ **NAVAJO COUNTY**

☐ **PIMA COUNTY**

☐ **PINAL COUNTY**

☐ **SANTA CRUZ COUNTY**

☐ **YAVAPAI COUNTY**

☐ ***YUMA COUNTY***

ATTACHMENT SES-IV

ARIZONA DEPARTMENT OF EDUCATION
SUPPLEMENTAL EDUCATION SERVICES

STATEMENT OF ASSURANCES

SES IV - STATEMENT OF ASSURANCES

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

- ☐ Attend a mandatory Supplemental Educational Services meeting for approved providers.
- ☐ Provide a written summative report on the progress of all students served between the months of July 1 through June 30 of the current year. This report is to be submitted to the LEA with a copy sent to ADE by August 31st.
- ☐ Enter into an agreement in a format to be provided by ADE with the LEA and parents that includes:
  - A statement of specific achievement goals for the student based upon the child's specific educational needs;
  - A description of how the student's progress will be measured;
  - A timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's individualized education program (IEP);
  - A description of how the student's parents and teacher(s) will be regularly informed of the student's progress;
  - A provision for the termination of the agreement if the provider is unable to meet goals and timetables;
  - Provisions with respect to the making of payments to the provider by the LEA; and
  - An assurance from the provider that prohibits them from disclosing to the public the identity of any student eligible for, or receiving, supplemental services without the written permission of the student's parents.
- ☐ Provide supplemental educational services outside of the regular school day.
- ☐ Maintain the confidentiality of any student eligible for or receiving services.
- ☐ Not apply additional admission criteria to eligible students.
- ☐ Not be employed by the Arizona Department of Education.
- ☐ Not employ current employees of the Arizona Department of Education.
- ☐ Ensure applicant is not a school or LEA designated for school improvement status as defined by the No Child Left Behind Act.
- ☐ Ensure that teachers or instructional aides from those schools identified for Title I School Improvement will not be hired to teach/instruct at their own schools.
- ☐ Meet all applicable federal, state, and local health, safety and civil rights laws.
- ☐ Ensure that all instruction and content are secular, neutral, and non-ideological.
- ☐ Ensure the content, curriculum and instructions used are aligned with the Arizona Academic Standards.
- ☐ Provide evidence upon request the provider is financially sound and not on any type of fiscal or programmatic hold with the Arizona Department of Education.
- ☐ Provide instruction that is high quality, research-based, and specifically designed to increase academic achievement especially in reading, language arts/English, and/or mathematics.
- ☐ Provide parents and the LEA with written progress information about the student in an understandable and uniform format, and to the extent practicable, in a language that parents can understand.
- ☐ Ensure all employees who will interact with eligible students have undergone background checks and have a valid fingerprint clearance card with the Arizona Department of Public Safety per ARS §15-534 for traditional public schools and per ARS § 15-183 for charter schools.
- ☐ Provide proof of liability and/or property insurance as appropriate to contracting LEAs.
- ☐ Permit all documents contained in or submitted with the Supplemental Educational Services Application to become the exclusive property of the Arizona Department of Education and will not be returned to the applicant.
- ☐ Not consider selection as an Arizona Department of Education endorsement or guarantee of work, if selected as a provider.
- ☐ Comply with the Education Industry Association's Code of Professional Conduct and Business Ethics for Supplemental Educational Services Providers.
- ☐ Not deliver supplemental educational services in a private residence.

- ☐ Ensure that applicants with multiple sites agree to provide services only at individual sites that meet all criteria independently.
- ☐ Comply with all provisions of the Company's Proposal as written.
- ☐ Ensure that false advertising, kickbacks or the lure of special prizes is not permitted.

_____

By signing, the applicant affirms the information provided in this application is true. Falsifying of information will be grounds for removal from the Approved list of Arizona Supplemental Educational Service Providers.

_____

Social Security Number or Federal Employee Identification

_____

Signature Print or Type Name Date

ATTACHMENT SES-V

ARIZONA DEPARTMENT OF EDUCATION
SUPPLEMENTAL EDUCATION SERVICES

INTERNET STATEMENT OF ASSURANCES

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

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

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

PENALTY FOR VIOLATION OF INTERNET RESPONSIBILITIES:

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

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

_____

Signature Printed Name Date

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

DO NOT SEND TO IRS

Vendor MUST Print or Type information

STATE OF ARIZONA

SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM

DO NOT SEND TO IRS

Vendor MUST Print or Type information

Taxpayer Identification Number (TIN)

TIN Type: ◯ Employer Identification Number (EIN) ◯ Social Security Number (SSN)

State of Arizona HRIS EIN
State of Arizona Employees ONLY

Legal Name
Must match TIN above

Entity Type
Select one of the following

- ◯ Corporation (NOT providing health care, medical or legal services) (5A)
- ◯ Corporation (providing health care, medical or legal services) (5M)
- ◯ Partnership, LLP (5T)
- ◯ Individual/Sole Proprietor (6I)
- ◯ The US or any or its political subdivisions or instrumentalities (2G)
- ◯ A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
- ◯ Tax-exempt organization under IRC §501 (5C)
- ◯ An international organization or any of its agencies or instrumentalities (5U)
- ◯ State of Arizona employee (1E)
- ◯ Other NON-Tax-Exempt Entity (5P)

Minority Business Indicator
Select one of the following

- ◯ Small Business (01)
- ◯ Small Business- African American (23)
- ◯ Small Business- Asian (24)
- ◯ Small Business - Hispanic (25)
- ◯ Small Business- Native American (27)
- ◯ Small Business- Other Minority (05)
- ◯ Small, Woman Owned Business (06)
- ◯ Small, Woman Owned Business- African American (29)
- ◯ Small, Woman Owned Business- Asian (30)
- ◯ Small, Woman Owned Business- Hispanic (31)
- ◯ Small, Woman Owned Business- Native American (33)
- ◯ Small, Woman Owned Business- Other Minority (11)
- ◯ Woman Owned Business (03)
- ◯ Woman Owned Business- African American (17)
- ◯ Woman Owned Business- Asian (18)
- ◯ Woman Owned Business- Hispanic (19)
- ◯ Woman Owned Business- Native American (21)
- ◯ Woman Owned Business- Other Minority (08)
- ◯ Minority Owned Business- African American (04)
- ◯ Minority Owned Business- Asian (32)
- ◯ Minority Owned Business- Hispanic (74)
- ◯ Minority Owned Business- Native American (15)
- ◯ Minority Owned Business- Other Minority (02)
- ◯ Non-Profit, IRC §501(c) (88)
- ◯ Non-Small, Non-Minority or Non-Woman Owned Business (00)

Main Address
Where tax information and general correspondence is to be mailed

DBA\Branch\Location

Address

Address continued

City | State | Zip code

Remit to Address
☐ Same as Main

DBA\Branch\Location

Address

Address continued

City | State | Zip code

Contact Information

Name

Phone # | EXT

Fax

email

Certification

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND
3. I am a U.S. person (including U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup

Signature | Title | Current Date

STATE OF ARIZONA **AGENCY** USE ONLY — VENDOR: DO NOT WRITE BELOW THIS LINE

AGY | Agency Authorization | Print Name | Date

STATE OF ARIZONA **GAO** USE ONLY — VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE

☐ IRS TIN Matching ☐ Corporation Commission ☐ HRIS ☐ Other ☐ Other

Vendor Number | MC | Processed by | Date Processed

	Exhibit 7.1 **CERTIFICATE OF INSURANCE** **CONTRACT NO. ED06-0045** **PROVIDER: _____**	**STATE OF ARIZONA** DEPARTMENT OF EDUCATION CONTRACTS MANAGEMENT UNIT 1535 WEST JEFFERSON STREET, Bin #37 PHOENIX, AZ 85007-3209

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

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

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

State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.	It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.
Name and Address of Certificate Holder:	Date Issued: _____ _____ Authorized Representative

EXHIBIT 7.2

ARIZONA DEPARTMENT OF EDUCATION
SUPPLEMENTAL EDUCATION SERVICES

DETERMINING THE PER PUPIL ALLOCATION

DETERMINING THE PER PUPIL ALLOCATION
FOR
SUPPLEMENTAL SERVICE RECIPIENTS

Public law 107-110, Section 116(e) SUPPLEMANTAL EDUCATIONAL SERVICES

Section 1116(e) (6) Amounts for Supplemental Educational Services

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

(A) the amount of the agency's allocation under subpart 2, divided by the number of children from families below the poverty level counted under section 1124(c)(1)(A);

or

(B) the actual costs of the supplemental educational services received by the child.

The formula amount for (A) above would be:

LEA/District Title 1 Allocation *plus any transferability funds* **<u>divided by</u> the number of children ages 5 through 17 who qualify for Free Lunch.**

EXHIBIT 7.3

ARIZONA DEPARTMENT OF EDUCATION
SUPPLEMENTAL EDUCATION SERVICES

BUSINESS OWNERSHIP CLASSIFICATIONS

NOTE: THE FOLLOWING REQUESTED INFORMATION IS FOR DATA COLLECTION PURPOSES ONLY

Name of Organization:	
Contact Person:	
Contact Phone:	Fax:
Email:	
Address: Street/PO Box:	
City, State, Zip:	

Primary Business Type (Select One Only):		
☐A Authorized Distributor	☐E Factory Representative	☐I Service Firm
☐B Broker	☐F Jobber/Wholesaler	☐J Surplus Dealer
☐C Construction Firm	☐G Manufacturer	☐K Health Care Provider
☐D Consulting Firm	☐H Retailer	☐L Other
Business Ownership Type (Select Only Those that Apply to Majority Owner(s).		

Business Size:
☐1 Non-Small
☐2 Small Business (Per ARS §41-1001.14)

Business Owner Type (Check all that apply):
☐3 Woman Owned Business
☐4 Owned By Disabled Individual (Per ARS §41-492)
☐5 Minority Owned Business (Per 15 CFR §1400.1(a))

If "Minority Owned," please identify
☐6 African-American
☐7 Asian-American
☐8 Hispanic-American
☐9 Native American

APPLICANT CERTIFICATION:
I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized To certify the information requested herein;
2. To the best of my knowledge the elements of information provided herein are accurate and true as of the date; and
3. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in accordance with the ARS Title 41 Chapter 9, Article 4 and Executive Order No 99-4 dated February 8, 1999.

Printed or Typed Name: _____ Title: _____

_____ _____
Signature Date

END OF SOLICATION ED06-0045