



ARIZONA SUPREME COURT

Administrative Office of the Courts
1501 West Washington, Suite 221
Phoenix, Arizona 85007

Request for Proposals

RFP 07-01

**Development of Custom
Computer-Based Training**

January 4, 2007

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SECTION 1 INTRODUCTION AND OVERVIEW

1. Introduction

The Arizona Supreme Court (hereinafter referred to as the Court) is soliciting written, sealed proposals for development of custom computer-based training for agency specific content. Vendors who wish to submit a sealed proposal based upon the specifications and conditions in this document shall submit it by 3:00 P.M. Arizona Time on February 1, 2007 in accordance with the schedule (see below).

This Request for Proposals (RFP) is being issued solely for the procurement of contracts in which no warranty, expressed or implied, is made to the contractor(s) by the Court that any services will be purchased during the term of the contract. Any contract(s) awarded pursuant to this RFP shall state that the services will be purchased only on an "as needed" basis. The specific tasks, deliverables, and costs for services purchased under any contract(s) awarded pursuant to this RFP shall be detailed in a written work order, signed by both parties.

The public opening will be conducted at 3:00 P.M. Arizona Time on February 1, 2007 at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230, Phoenix, Arizona.

2. Proposers' Conference

A proposers' conference will not be held.

3. Proposal Schedule

Activity	Date
a. Request for Proposals (RFP) published	January 4, 2007
b. Deadline to Submit Written Questions	January 19, 2007
c. Proposal Due Date*	February 1, 2007

The Court reserves the right to deviate from this schedule.

*** Proposals received after 3:00 P.M. Arizona Time on February 1, 2007 will be accepted but will not be opened and will not be taken into consideration in the evaluation of proposals.**

4. Proposal Evaluation

Following the public proposal opening, proposals will be evaluated based upon the criteria outlined in Section 4 of this document. The contract(s) shall be entered into with the responsible offerer(s) whose proposal is determined in writing to be the most advantageous to the Judicial Branch Unit taking into consideration the evaluation factors set forth in the Request for Proposals. The Court reserves the right (prior to contract award) to inspect a vendor's facilities.

No other factors or criteria may be used in the evaluation. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the most advantageous proposal if a competing offerer located outside of this state is not subject to a transaction privilege or use tax of a political subdivision of this state.

If there are no offerers who adequately meet the Court's specification and/or budget, the Court reserves the right to reject any or all proposals or parts thereof. This RFP does not commit the Arizona Supreme Court to award any contract or to pay any costs incurred in the preparation of proposals. The Court reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this RFP. Multiple contracts may be awarded.

5. Proposal Discussions

Discussions may be conducted with responsible offerers who submit proposals determined to be reasonably susceptible to permit a contractual agreement for the purpose of clarification to assume full understanding of, and responsiveness to, the solicitation requirements. Offerers shall be accorded fair treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and before finalization of a contract for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerers.

6. Americans with Disabilities Act

People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests should be made as early as possible to allow time to arrange the accommodation.

If you require special accommodations, please call (602) 452-3329 or text telephone (TDD) 452-3545.

SECTION 2 INSTRUCTIONS AND PROCEDURES

1. Vendors who wish to submit proposals for RFP 07-01 shall complete all necessary documentation as identified in Section 5 of this Request for Proposals.
2. The specifications included in this package provide adequate information as to whether or not vendors can meet the needs of the Court. Significant deviations from the specifications may be grounds for disqualification of the proposal.
3. The Rules Prescribing Procurement Policies and Procedures for the Judicial Branch (hereafter referred to as the Judicial Procurement Rules) adopted by the Arizona Supreme Court in accordance with the provisions of the Arizona Revised Statutes 41-2501.E are incorporated by reference herein and are made a part of this document as if they are fully set forth herein. Copies of these rules can be obtained from Don Bentley, Arizona Supreme Court at the address referenced on the cover page.
4. The vendor has sole responsibility for any contracts or agreements made with any subcontractors in relationship to this RFP, and shall disclose all such agreements.
5. Vendor Certification. By submission of a proposal, the vendor certifies that:
 - A. The vendor has not paid or nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the contract.
 - B. The prices in the proposal have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other vendor.
6. Preparation of the Proposal
 - A. Vendors are expected to examine all rules, documents, forms, specifications, standard provisions, and all instructions. These materials can be made available in alternative formats upon request. Failure to do so will be at the vendor's risk.
 - B. Each vendor shall furnish all information required by the RFP. The vendor should refer to Section 5 which contains the proposal submittal checklist, to ensure all required materials have been enclosed.
 - C. Time, if stated as a number of days, will be calendar days.

7. Explanation to Proposers

Any inquiries/questions related to this RFP are to be directed in writing to the contact person below. Any verbal or written inquiries directed to anyone other than the contact person specified below will not be considered. All questions must be submitted by 5:00 P.M. Arizona Time on January 19, 2007 to:

Don Bentley, Procurement Officer
Arizona Supreme Court
1501 West Washington, Suite 221
Phoenix, Arizona 85007-3231
Email: dbentley@courts.az.gov
Fax: (602) 452-3735

The question and response will be posted to the Arizona Judicial Department's website. Any explanations or clarifications given at the website will be considered added to the specifications. Interested parties must check the website at <http://www.supreme.state.az.us/rfp>.

8. Submission of Proposal

- A. Sealed proposals are due on or before 3:00 P.M. Arizona Time on February 1, 2007 to Don Bentley, Arizona Supreme Court, 1501 West Washington, Suite 221, Phoenix, Arizona 85007-3231. Proposals must be in the actual possession of the Court on or prior to the exact time and date indicated. Late proposals will not be considered under any circumstances.
- B. **Proposals must be submitted in a sealed envelope with the RFP number and the offerer's name and address clearly indicated on the outside of the package.** All proposals must be completed in ink or be typewritten.
- C. The offerer must submit one original and 4 copies of each proposal.
- D. Offerers submitting a proposal shall indicate the offerer's name and the RFP number on each page of the document.
- E. Erasures, interlineations, or other modifications in the proposal must be initialed by a person authorized to sign the proposal and contract.

9. Public Opening

A public opening of proposals shall be held at 3:00 P.M. Arizona Time on February 1, 2007 at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230. At that time, the name of each vendor shall be publicly read and recorded. All other information contained in the proposal shall be confidential so as to avoid disclosure of contents prejudicial to competing vendors during the process of negotiation. This record shall be open for public

inspection after a contract is entered into. However, where the vendor designates, and the court concurs, trade secrets or other proprietary data contained in the proposal documents shall remain confidential.

10. Contract

The contract(s) shall be entered into with the responsible vendor(s) whose proposal is determined in writing to be the most advantageous to the Judicial Branch Unit, taking into consideration the evaluation factors set forth in the RFP.

SECTION 3 SPECIFICATIONS

1. Objective

The Court is seeking a vendor(s) to produce quality interactive computer-based training courses to train court employees on agency specific content and proprietary software applications. Courses must apply adult learning principles in their design and meet as many of the following requirements as possible.

All solutions must be capable of operating on the Administrative Office of the Courts' intranet and Internet systems as specified in number 2, "Current Server Environment".

2. Current Server Environment Requirements

2.1 Computer-based training delivered on CD-ROM:

- 266 MHz, 256 MB RAM
- Windows 98, NT 4.0, 200. and XP
- 16-bit sound card
- 16-bit color video
- 800 X 600 256 display resolution
- Internet Explorer 5.0
- CD-ROM 4X
- 10 Mbps Ethernet

2.2 CBT delivered from a central server on the intranet:

- Windows NT 4.0 Server
- Frame Relay 56K
- TCP/IP capable

3. Product Evaluation

In awarding this contract, all of the following factors will be considered:

- 3.1 Cost/Price
- 3.2 Functionality, ability to meet specifications
- 3.3 Course development process
- 3.4 Quality of product and vendor performance at other businesses/agencies

4. Compliance

Vendor must identify all terms and conditions, including contract terms, with which they are not able to comply. Otherwise, it is assumed that all terms and conditions as specified herein are accepted by the vendor.

5. Related Services

Vendors must attach a separate sheet to detail the nature and cost of other related services they will provide. A bi-weekly (every-other-week) teleconference meeting is conducted between the Contractor and the Court in order to provide information sharing, updates on the project and planning future tasks.

6. Specifications for Development of custom CBT for agency specific content:

Courses must meet as many of the following requirements as possible:

- 6.1 Courses designed for web deployment or CD-ROM distribution or both.
- 6.2 Vendor must possess a clearly defined development process integrating procedures, timelines and communication between client and vendor teams.
- 6.3 Reading text and audio will be written to no higher than a twelfth (12th) grade reading and comprehension level.
- 6.4 Ability to incorporate multimedia, text, graphics, audio, animation, simulation activities, and video media into a self-paced training course. All scenarios, graphics and examples are to be presented in a professional manner consistent to standards and expectations of the Court. Interactions such as drag and drop, discovery learning, and scenario role plays must occur regularly throughout the lesson on an average of once every three screens.
- 6.5 Ability to create courses with learning objectives clearly stated, covered, and evaluated. At the conclusion of each section, the student must be assessed to ensure their solid understanding of the materials. The student will be given quick links to information in the section that the student may need to review before progressing to the next section.
- 6.7 Ability to incorporate pre-course and post-course assessments. The final post assessment at the end of the course will require the student to receive 70% or higher in order for them to receive their certificate. If the student fails to score at least 70% the student will be given quick links to sections they need to review in order to receive a certificate of completion. Questions for the final assessment will be randomly mixed, so a student who may have to retake the final assessment does not receive the questions in the same order.
- 6.8 Ability to create modular courses, with options for a participant to complete modules in any sequence and test out of modules if desired.

- 6.7 Ability for student to track partial progress and course completion through a “book-marking” feature.
- 6.9 Ability for Court to retrieve statistical information identifying areas for course improvement.
- 6.10 Selected contractor(s) must grant the Court and its assigns all rights, title and interest in and to all data, materials or work products produced or created as a result of the contract.

**SECTION 4
PROPOSAL EVALUATION CRITERIA**

Proposals will be evaluated in two phases:

1. An initial review to determine the responsiveness of the proposal to the requirements for the Request for Proposal (RFP). For a proposal to be considered responsive, it must meet the following tests:
 - A. A sealed original and 4 copies must be physically in the possession of the Arizona Supreme Court, 1501 W. Washington, Suite 221, no later than 3:00 P.M. Arizona Time on February 1, 2007.
 - B. The proposal must include all required items on the Proposal Submittal Checklist.
 - C. The original and all copies of the proposal must be in ink or typewritten.
2. An in-depth analysis and evaluation will be based upon the following criteria. The evaluation criteria are listed in order of relative importance.

Evaluation Criteria	Relative Importance
A. Product Evaluation -- Ability to meet specifications -- Ease of use -- Ability to meet instructional design parameters * Number and placement of learning activities * Appropriate use of adult learning principles in course construction * Selection and type of graphics, photographs and illustrations	35%
B. Course development -- Time needed to develop courses -- Project management plan for course development -- Communication process throughout production	30%
C. Price	25%
D. Quality of product and vendor performance with other businesses/agencies -- References and reputation	10%

SECTION 5 PROPOSAL SUBMITTAL DOCUMENTS

Proposal Submittal Checklist

The following materials must be submitted as part of a vendor response:

1. Proposal Submittal Letter (see page 11)
2. Three references (see page 12)
3. Vendor Profile (see page 13)
4. RFP Response Evaluation Sheet (see Appendix A)
5. Cost analysis and timeline for sample scenario (see Appendix B).
6. A description of exceptions (if any) to the sample contract provided in Section 6 of the RFP. Any exceptions to the sample contract must be noted in the vendor response.
7. Additional Data (any additional descriptive/narrative data the vendor wants to submit.

PROPOSAL SUBMITTAL LETTER
(Use as page 1 of proposal)

Mr. Don Bentley
Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington, Suite 221
Phoenix, Arizona 85007-3231

Dear Mr. Bentley:

In response to your Request for Proposals (RFP) number 07-01, the following proposal is submitted.

In submitting this proposal, I hereby certify that:

1. the RFP has been read and understood;
2. the materials requested by the RFP are enclosed;
3. all information provided is true, accurate, and complete to the best of my knowledge;
4. this proposal is submitted by, or on behalf of, the party that will be legally responsible for service delivery should a contract be awarded.

Signature of Authorized Official _____ Date _____

Name of Signatory: _____

Company: _____

Title: _____ Phone: _____

Address: _____

Federal Employer ID# or SSN#: _____

PROPOSAL REFERENCES
(Use as page 2 of proposal)

Vendors shall provide at least three (3) references (Phoenix or Tucson metropolitan areas preferred). Please provide the following information for each reference:

CLIENT NAME: Identify the name of the client or site as appropriate.

CONTACT NAME: Identify who the point of contact at the client or site should be.

CONTACT INFORMATION: Provide the address and telephone number where the client or contact can be reached.

<u>CLIENT NAME</u>	<u>CONTACT NAME</u>	<u>CONTACT INFORMATION</u>
1.	_____	_____
	_____	_____
2.	_____	_____
	_____	_____
3.	_____	_____
	_____	_____

VENDOR PROFILE

(Information can be on a separate sheet)

What is the physical address, mailing address, and fax number of your company's main office?

Who in your company will be our primary point of contact during the proposal evaluation process? (Please provide name, title, direct phone number, e-mail address, fax number, and mailing address).

Who in your company is authorized to negotiate a contact with us? (Please provide name, title, direct phone number, fax number, and mailing address).

Provide a brief history of your company.

Indicate the total number of employees in your company and their distribution by function.

Provide most recent annual report and financial statement.

Comment on any partnership(s) with other vendors.

**SECTION 6
SAMPLE GENERAL CONTRACT**

Agreement

for

Development of Computer-Based Training Courses

This Contract is made by and between the Arizona Supreme Court, Administrative Office of the Courts ("AOC"), located at 1501 W. Washington, Phoenix, Arizona 85007, and _____. ("Contractor") located at _____.

Recitals

Whereas, the AOC issued Request for Proposals 07-01 inviting proposals from vendors capable of providing development of computer or web-deliverable computer-based training courses for Arizona court personnel, and

Whereas, Contractor responded to the RFP and is willing to provide the requested products and services, now therefore,

The parties agree as follows:

- 1. Term.** This contract shall begin on execution and shall terminate on ***.
- 2. Services.** Services will be ordered on an "as needed" basis, as determined by the Court. Contractor is not guaranteed any work under this contract. Upon request, Contractor shall develop quality interactive computer-based training courses for authorized court users on agency specific content and proprietary software applications to be delivered via the Internet or on compact disc as described in Contractor's proposal dated ***. The parties will mutually agree on a process and payment schedule for delivery of custom training courses ordered from Contractor. Contractor shall provide maintenance and support services to insure that online courses are operational. The specific tasks, deliverables, performance standards, and costs for services shall be detailed in a written work order (Appendix A), signed by both parties.
- 3. License.** Contractor hereby grants to AOC a, nonexclusive, non-transferable license to use the Contractor-owned software and delivery systems necessary to access the computer-based training courses provided by Contractor under this contract.
- 4. Payment.** Contractor will be compensated according to the terms of Contractor's proposal and the specific work order. AOC shall process and remit payment to Contractor within 30 days of the date of receipt of Contractor's correct invoice. AOC shall provide Contractor with a contract number and Contractor will reference the number on all invoices. Contractor is not guaranteed any level of participation or compensation under this contract.

5. Ownership. By virtue of payment for services under this contract, Contractor hereby grants the AOC and its assigns all rights, title and interest in and to all data, materials or work products produced or created as a result of this contract. Nothing herein shall be construed to assign or transfer any intellectual property rights in Contractor's authoring software, Web site architecture or delivery systems and Contractor retains all right, title and interest subject only to any license granted herein. AOC agrees to use commercially reasonable efforts to safeguard Contractor's intellectual property and to accurately reproduce all trademarks, copyright statements or other means of identification used on Contractor's products.

6. Patents and copyrights. The Contractor will, at its expense, indemnify and defend the AOC against any claim that any item furnished under this Contract infringes a patent or copyright in the United States or Puerto Rico. The Contractor will pay all costs, damages, and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, the Court will give the Contractor prompt written notice of any such claim and allow the Contractor to control, and fully cooperate with the Contractor in, the defense and all related settlement negotiations. If the use of any item furnished under this Contract becomes, or the Contractor believes is likely to become, the subject of such a claim, the Court will permit the Contractor, at the Contractor's option and expense, either to secure the right for the Court to continue using the item or to replace it or modify it so that it becomes non-infringing so long as the item continues to meet the specifications of the original Contract. However, if neither of the foregoing alternatives is available on terms which are reasonable in the Contractor's judgement, the Court will return the item upon the Contractor's written request. The Contractor will grant the Court a credit for returned items in the full amount of the purchase price. The Contractor shall have no obligation with respect to any such claim based upon the AOC's modification of the item or its combination, operation or use with apparatus not furnished by the Contractor. This paragraph states the Contractor's entire obligation to the Court regarding infringement or the like.

7. Insurance. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State, and rated at least "A - VII" in the current A.M. Best's, the minimum insurance coverage below:

A. Commercial General Liability, with minimum limits of \$1,000,000 per occurrence and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000. Coverage shall be issued on an occurrence basis and endorsed to add the State and Court as Additional Insureds with reference to this contract. The policy shall include coverage for:

- Bodily Injury
- Broad Form Property Damage (including completed operations)
- Personal Injury
- Blanket Contractual Liability

- Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract
- Fire Legal Liability

B. Business Automobile Liability, with minimum limits of \$1,000,000 per occurrence combined single limit, with Insurance Service Office Inc. declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State and Court as Additional Insureds with reference to this contract.

C. Workers Compensation and Employers Liability insurance as required by the State Workers Compensation statutes, as follows:

Workers Compensation (Coverage A):	Statutory Arizona benefits
Employers Liability (Coverage B):	\$500,000 each accident
	\$500,000 each employee/disease
	\$1,000,000 policy limit/disease

Policy shall include endorsement for All State coverage for the state of hire. This coverage does not apply to any contractor exempt under A.R.S. § 23-901 where the contractor executes an appropriate waiver.

D. The Court reserves the right to request and receive certified copies of all policies and endorsements at any time during the term of the contract. Upon such request, contractor shall deliver the requested information within 10 calendar days.

E. Certificates of Insurance acceptable to the Court shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State and Court as Additional Insureds for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at least 30 days prior written notice has been given to the Court. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

F. Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the Court may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the Court or the State shall be repaid by the Contractor upon demand, or the Court may offset the cost for the premiums against any monies due to the Contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the Court. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery

against the Court, State, and their Departments, Employees and Officers, Agencies, Boards and Commissions.

8. Indemnification. Contractor shall indemnify, defend, and save harmless the Court from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any reasonable attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by the Court on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of the Contractor, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Contract, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Contractor and/or its subcontractors or claims under similar such laws or obligations. Contractor's obligation under this Section shall not extend to any liability caused by the negligence of the Court, or its employees.

9. Other contracts. The Court may perform additional work related to this Contract or award other contracts for such work. The Contractor shall reasonably cooperate with such other contractors or state employees in the scheduling of and coordination of its own work with such additional work.

10. Termination. The Court may terminate this contract at any time upon 30 days' notice to Contractor and payment for any work to the date of termination. Either party may terminate this contract by written notice if the other party materially defaults in the performance of any of its material duties or obligations and such default is not substantially cured within 30 days after written notice from the other party.

11. General terms.

A. Arizona Procurement Code. The Arizona Procurement Code (A.R.S. Title 41, Chapter 23) and the Arizona Supreme Court Rules Prescribing Procurement Policies and Procedures for the Judicial Branch (Judicial Branch Procurement Rules) are incorporated as a part of this document as if fully set forth herein.

B. Assignment and delegation. No right or interest in this Contract shall be assigned by the Contractor or the Court without prior written permission of the other party, and no delegation of any duty of the Contractor or the Court shall be made without prior written permission of the other party. The Court and the Contractor will not unreasonably withhold approval and will notify the other of its position within 15 days of receipt of written notice by the other. Any attempt to assign any of the rights, duties or obligations of this Contract, or otherwise assign any item acquired under this Contract, without such consent is void.

C. Availability of funds. Funds may not be currently available for the Court's performance under this Contract beyond the current fiscal year. No legal liability on the part of the Court for any payment may arise under this Contract beyond the current fiscal year until and only as long as funds are made available for

performance of this Contract. The Court shall make reasonable efforts to secure such funds. If the necessary funds are not made available, then the Court shall provide written notice to the Contractor and may cancel this Contract without further obligation. The Court shall not be liable for any purchases or subcontracts entered into by Contractor in anticipation of funding.

D. Public record. The parties acknowledge that this Contract and supporting documents are public records subject to the requirements of Supreme Court Rule 123. Any provision requiring non-disclosure is limited to the extent necessary to comply with that rule and other provisions of state law. In the event a public records request is received for information which Contractor has designated as confidential or proprietary, the Court will notify Contractor as soon as possible.

E. Records. As required by ARS §35-214, Contractor shall retain all records related to this Contract for five years after the completion date. Contractor shall make the records available at all reasonable times for inspection and audit by the Court or its auditor.

F. Undue influence. The Court may by written notice to Contractor terminate the Contract if it is found that gratuities were offered or given by the Contractor or its agent or representative to any officer or employee of the Court or the State with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performance of the Contract; provided that the existence of the facts upon which the Court makes such findings shall be in issue and may be reviewed in any competent court.

G. Conflicts of interest. This Contract is subject to ARS §38-511 and may be canceled if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Contract on behalf of the Court is or becomes an employee, consultant or agent of Contractor.

H. Disputes. Any dispute arising under the Contract shall initially be decided by the Court's contract administrator. The contract administrator's decision may be appealed according to Court Administrative Policy 7.04. Pending the final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the Contract in accordance with the contract administrator's decision. Notice is provided of the arbitration requirements of ARS §§12-1518 and 12-133.

I. Non-discrimination. The parties agree to comply with all applicable court, state and federal laws, rules, regulations and executive orders governing nondiscrimination, including the Americans with Disabilities Act, equal employment opportunity, immigration, and affirmative action. Contractor shall include a clause to this effect in all subcontracts related to this Contract.

J. Applicable law. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract and any dispute

thereunder. Any action relating to this Contract shall be brought in an Arizona Court in Maricopa County. Any changes in the governing laws, rules and regulations during the term of this Contract shall apply and do not require an amendment to this Contract.

K. Licenses and permits. Contractor shall, at its expense, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Contract, and shall comply with all laws regarding unemployment insurance, disability insurance, and worker's compensation.

L. Entire agreement. The Contract contains the entire agreement between the Court and the Contractor concerning the subject transaction and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

M. Amendments. This Contract shall be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the AOC and the Contractor.

N. Severability. If any provision of the Contract is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.

O. Relationship of parties. It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is an independent contractor in the performance of work and the provision of services under this Contract, and taxes or Social Security payments shall not be withheld from a Court payment issued hereunder.

P. Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the Court. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for Contract performance whether or not subcontractors are used. The Court shall not unreasonably withhold approval and shall notify the Contractor of the Court's position within 15 days of receipt of written notice by the Contractor.

Q. Force majeure. Neither party shall be held liable for its failure to fulfill its contract obligations if such failure is due to a natural calamity, act of government or other cause beyond the party's control.

ARIZONA SUPREME COURT
Administrative Office of the Courts
1501 West Washington
Phoenix, AZ 85007

CONTRACTOR

By: _____

Mike Baumstark, Deputy Director

Date: _____

By: _____

Title: _____

Date: _____

Fed. Employer ID No. _____

SAMPLE WORK ORDER

**Arizona Supreme Court
Administrative Office of the Courts**

WORK ORDER

The following work is hereby ordered pursuant to Contract # _____ dated _____ between the ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS ("Court") and _____ ("Contractor"), at _____.

Contractor agrees to perform the work described and under the terms set forth in the attached proposal dated _____, which is incorporated and referenced herein as Appendix A ("Services") for _____.

As payment for these services, the undersigned Court will pay Contractor as follows:

Milestone	Deliverable	Payment Based on a 2.0 Hour Finished CBT Course
Kick off meeting and written project plan - project plan will be due to Court within ten (10) working days of kick-off meeting	Within ten (10) days of the Kick-Off Meeting, Contractor will present a completed plan to the Arizona Supreme Court. Upon approval and acceptance of the project plan and receipt of invoice, the Arizona Supreme Court will pay within thirty (30) days 20% of the Total Project Cost fee. Suggested due date: _____.	20% Total Project Cost \$ _____
Delivery of Design Document (including lesson level components) Milestone	Design Document will be electronic copy and must be completed before _____. Arizona Supreme Court will pay 35% Total Project Cost fee within thirty (30) days of receipt of invoice.	35% Total Project Cost \$ _____

<p>Delivery of Scripts</p>	<p>Delivery and review of lesson scripts with Contractor and subject matter experts on or before _____. Upon approval and acceptance of materials for the full production and receipt of invoice, the Arizona Supreme Court will pay within thirty (30) days 20% of the Total Project Cost fee.</p>	<p>20% Total Project Cost \$ _____</p>
<p>Delivery and review of Alpha version of product</p>	<p>Delivery and review of Alpha version of product with Contractor and subject matter experts on or before _____. This version will contain (number of) modules of training with most navigation and functionality included. Scratch narration or no narration is considered acceptable at this stage of development. Upon approval and acceptance of materials for the full production and receipt of invoice, the Arizona Supreme Court will pay within thirty (30) days 15% of the Total Project Cost fee.</p>	<p>15% Total Project Cost \$ _____</p>
<p>Delivery and acceptance of final course</p>	<p>Final course product will be CD-ROM based with all functionality and narration complete. Contractor will provide one copy of the source code and five copies of the gold master CDs on or before _____. Arizona Supreme Court will pay 10% Total Project Cost fee within thirty (30) days of receipt of invoice.</p>	<p>10% Total Project Cost \$ _____</p>
<p>Project Total</p>		<p>\$ _____</p>

**APPENDIX A
RFP Response Evaluation Sheet**

Evaluation tables are attached. **Competitive pricing must be included for all products and services needed to satisfy the requirements detailed in this Appendix.** These evaluation sheets will be used to compare vendor’s product and service offerings. Vendors will use only these sheets or a facsimile of these sheets.

- a. For statements containing “fully meets”, “partly meets” or “does not meet”, check the box indicating your solution’s ability to comply with each requirement. Explain any requirement that is not marked as “fully meets”. Provide short written answers where applicable.
- b. For all other questions or requests for information, if you are unable to answer in the space provided, additional information may be attached by referencing the question number.
- c. Costs for **all products and services needed to satisfy the requirements detailed in this Appendix**, should be included in a cost analysis referencing the letter and statement/question number.

Vendor/Proposer Name _____

The following is in submission for the Development of custom CBT for agency specific content.

		Fully Meets	Partly Meets	Does Not Meet
1.	Ability to effectively meet Section 3, “2.1 and 2.2 Current Server Environment/Requirements”			
2.	Courses designed for web deployment or CD-ROM distribution.			
3.	Clearly defined development process integrating procedures, timelines and communication between the client and vendor team.			
4.	Multimedia: Ability to incorporate text into a self-paced training course.			
5.	Multimedia: Ability to incorporate graphics into a self-paced training course.			
6.	Multimedia: Ability to incorporate audio into a self-paced training course.			
7.	Multimedia: Ability to incorporate animation into a self-paced training course.			

8.	Multimedia: Ability to incorporate video media into a self-paced training course.			
9.	Ability to create courses with learning objectives clearly stated, covered and evaluated.			
10.	Ability to create modular courses, with options for a participant to complete modules in any sequence or test out of modules if desired.			
11.	Ability for student to track partial progress and course completion through a “book-marking” feature.			
12.	Ability to incorporate pre-course and post-course assessments, and assessments within each module, segment or lesson based on learning objectives.			
13.	For software training topics, the ability to provide simulation activities and assessments.			
14.	Ability for Court to retrieve statistical information identifying areas for course improvement.			
15.	Ability to submit test results via email and print completion certificate with coded results.			

The following may be answered in the space provided or on an attached document referenced by question number.

16.	Describe your development and project production cycle process.
17.	If we were to use video scenarios in our training, explain your video production process.

18.	Describe what the Court would be required to provide for you to produce CBT course content.
19.	Describe how your system creates reports, information referenced in questions 11 and 14 above.
20.	How many people would you suggest are required to participate on each party's project team? What roles do you see these people playing? Please attach resumes of your project team members to your RFP response.
21.	Describe your support services after the final deliverable. For instance, if a defect is discovered after the completion of the project, how do you handle it?

22.	Explain the costs involved in making changes (i.e. legislation changes) to the training after its completion.
23.	Go to attached Appendix B and complete “Cost Analysis and Timeline for CBT Sample Scenario”

APPENDIX B Cost Analysis and Timeline for CBT Sample Scenario

Proposers must complete and submit a cost analysis and timeline with their proposal covering the following information.

Using the following sample, provide a cost analysis and timeline to develop one hour of highly interactive CBT, including graphics, audio, animation, etc. to be delivered via CD-ROM. This one hour of training will include a 15-minute video, to be divided into three to five learning activity scenarios, provided by the Court on digital tape or DVD. The cost analysis and timeline for development should include the items listed below as a *minimum*.

If proposers wish to submit additional options and/or alternatives, a separate cost analysis and a timeline should be included in addition to the minimum requested listed below.

Minimum requirements:

- Pre-test question and answer session
- Post-test question and answer session
- 5 content modules
- 5-module activities of various types, including multiple choice, yes/no, short answer, fill-in-the-blank, simulation, and video scenarios
- Interface and navigation
- Book-marking feature
- Printable completion certificate

CBT SAMPLE SCENARIO

In accordance with the Arizona Administrative Office of the Courts Policies and Procedures Manual, Section: 7.03, the Judicial Staff Education Unit of the Education Services Division is requesting a price quote for a computer based training (CBT) project on the topic of Customer Service.

BACKGROUND:	<p>All new employees of the Arizona judicial system are required to take a course titled Customer Service in the Courts. Generally the Customer Service class is part of a program called New Employee Orientation.</p> <p>The Judicial Staff Education Committee (JSEC) wants to sponsor a computer based training project on customer service that is deliverable by CD-ROM. The course use is instead of or in addition to the face-to-face class.</p>
AUDIENCE:	<p>The intended audience for the courseware is judicial staff members. This is a diverse population ranging in age from 18 to 80 who have varied educational backgrounds, although all have either a high school diploma or a GED. Staff members come from both limited and general jurisdiction courts. Some do not have great experience with the use of computers and some may speak English as a second language.</p> <p>The reading level of this audience is approximately a ninth to tenth grade level. Text and activities must match the learning level of this audience.</p>

<p>CONTENT:</p>	<p>The JSEC Customer Service course is currently in a face-to-face format, lasting two hours. The course includes a number of role play and learning activities.</p> <p>In addition to log on scripts and course navigation information there are five topics in the Customer Service in the Courts course. The topics are:</p> <ol style="list-style-type: none"> 1. the importance of good customer service in providing swift and fair justice, 2. customer service communication skills, 3. good demeanor, 4. the importance of court security and emergency preparedness and 5. legal advice distinguished from legal information. <p>To assist you in developing your price quote and, should your firm be selected for this project, in developing the CBT, we are including the following course and content materials:</p> <ol style="list-style-type: none"> 1. Learning Objects for the JSEC Customer Service course, 2. Lesson Plan for the JSEC Customer Service course and 3. MS PowerPoint slides and notes used to conduct the class. <p>Any case law and statutory information will be available as needed once the project is underway.</p> <p>(This is a sample Request for Quotation – actual materials referenced above are not included.)</p>
<p>LEARNING OBJECTIVES:</p>	<p>The learning objects for the JSEC Customer Service class are as follows.</p> <p>At the conclusion of this course, participants will be able to:</p> <ol style="list-style-type: none"> 1. identify key points in the role of court personnel in maintaining swift and fair justice 2. create a toolkit of skills that lead to good customer service, 3. create a positive atmosphere when dealing with court users and use active listening techniques both face-to-face and on the telephone, 4. employ several approaches to defusing situations generated by undesirable behavior when dealing with difficult people, 5. identify various steps you can take to present yourself in a professional manner,

	<ol style="list-style-type: none"> 6. list the reasons why it is important to know your court's emergency and security policies, 7. identify important steps in court emergency preparedness and security and 8. distinguish between legal information and legal advice and appropriately answer questions from court users.
<p>FORMAT:</p>	<p>Due to the importance of this topic for new court employees, it is vital that the CBT be authored with suitable examples, scenarios and graphics and that activities are presented in a manner appropriate to the conservative nature of the court community.</p> <p>The finished course should employ a variety of e-learning activities such as matching, fill-in-the-blank, listing, drag and drop, simple games, scenario response, chapter and final assessments, etc. All lessons should be presented both visually (text) and orally (narration) with appropriate graphic enhancements to reinforce learning.</p> <p>The CBT must open with a title screen, followed by an identification screen that requires the student's name and password be entered. It must also ascertain whether the student is new or returning, so that the course can be bookmarked, allowing the student to leave and return to the same lesson at a later time, provided he or she is using the same computer.</p> <p>In addition to a variety of activities throughout the course, the CBT must include short sectional or lesson assessments and a longer final assessment. To complete and pass the course, the final assessment must be "passed" at a 70% accuracy rate.</p>
<p>ADA REQUIREMENTS:</p>	<p>Currently the Court is encouraged (not required) to follow the technology and software developments standards defined by the Americans with Disabilities Act and evaluated by Bobby Compliance. Please keep these parameters in mind when you develop your proposal and begin course production.</p>
<p>GRAPHICS:</p>	<p>The court uses an interface developed for all CBT projects and electronic files are available to the selected vendor. Navigation tools must be obvious and easy to use. All buttons and text must be clear and large enough to be easily read by participants 50 years of age and older.</p> <p>All images must reflect the conservative nature of the courts and the American legal system. Photo-realism is generally preferred over illustration. Graphic elements that might be</p>

	<p>included in an opening/introductory sequence are the JSEC logo, court building images, courtrooms, judges in robes, flags (Arizona), patriotic and court-related symbols. Other proposed ideas and symbols go through a review process for appropriate content.</p> <p>Images to support text and content come from commercial sources as well as from digital photos of local court personnel and buildings. Some images will come from the court archives.</p>
VIDEO:	<p>It is likely that this CBT will contain several (3-5 or more) video-based scenarios. Generally video segments are used to depict correct court customer service procedure or for use in learning sequences. The court will provide video in digital format and vendors should include any specific developmental requirements (compression, additional costs, etc.) in their response to this request for quotation.</p>

MINIMUM TECHNICAL AND SOFTWARE REQUIREMENTS	HARDWARE
	<ul style="list-style-type: none"> • Processor: 1.8 G MHz • Memory: 256 MB RAM • Sound: 16-bit Sound Card • Video: 16-bit Color • 800x600 Display Resolution • Speakers/Microphone or Headset
	SOFTWARE
	<p>OS: Windows 98, 2000, NT 4.0 with SP4, 2002 Browser: Internet Explorer 5.5 or later Netscape 6.2.3 or later Reader: Adobe Acrobat Reader 5.0</p>
DELIVERABLE:	<p>CD-ROM deployment and Internet deployment with password protection. The deliverable must also include a printable certificate of completion that is generated only after all sections and assessments are completed.</p> <p>The final deliverable should include a minimum of five (5) "gold-master" CD-ROMs of the courseware.</p>

Administrative Office of the Courts
Standards for CBT Development
October 2006

The business of the Court is very serious in nature, dealing with the lives and freedoms of U.S. citizens throughout the state of Arizona. All training products produced by and for the Court must convey the critical aspect of the topics and respect the dignity of the Court. The conservative nature of the judiciary will be preserved in treatment of graphics, photos and content.

All computer-based training (CBT) projects created for the Court are designed to run both on the Internet and on CD-ROM. Due to bandwidth limitations, all current CBT is distributed on CD-ROM, however we hope to eventually move to web-based delivery and prefer our products to be equally configurable to that presentation medium.

Minimum Technical and Software Development Standards

Hardware Requirements:

Processor: 1.8 MHz
Memory: 256 MB RAM
Sound: 16-bit sound card
Video: 16-bit color
Display Resolution: 800x600

Speakers/Microphone or Headset

Software Requirements:

OS: Windows 98, 2000, NT 4.0 with SP4, Windows XP
Browser: Internet Explorer 5.0 or later; Netscape 6.0 or later
Reader: Adobe Acrobat Reader 5.0
All plug-ins and media viewers must run from the CD-ROM

Content:

For most projects, the vendor will receive a complete lesson plan (designed for a face-to-face course) and any supplemental materials such as handouts, sections from bench books or reference manuals, Power Point slides and text of state laws. Lesson plans are written for instructors and may contain dialog and concepts that are presented at an educational level that is above the audience's comprehension.

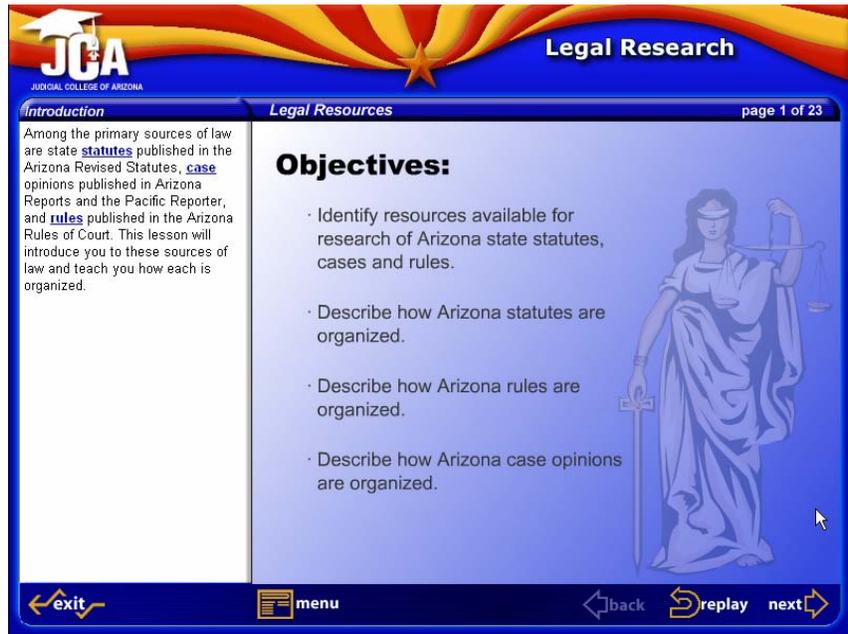
In the case of New Judge Orientation (NJO) CBTs, the audience will be made up primarily of limited jurisdiction judges. These individuals are not required to have a college education or a law degree, but most have at least some post high school education. The writing style for the content is active and geared for an eleventh to twelfth grade reading level.

Projects that are created for detention officers are straight-forward informative content. Detention officers have, at a minimum, a high school education. The writing style for the content is active and geared for a ninth grade reading level.

Interface:

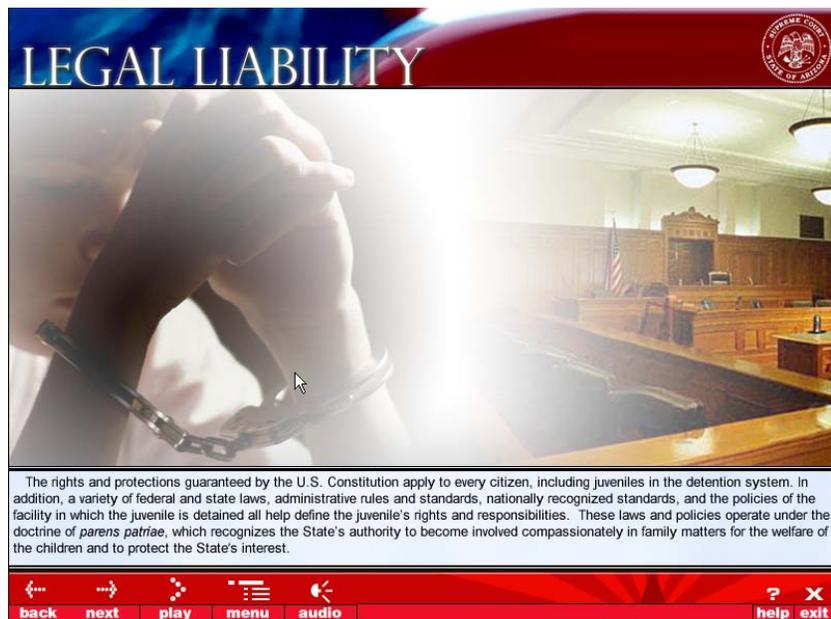
The AOC currently uses three interface designs for CBT development with common elements in each including graphics such as state colors (red, yellow/gold and blue) and patriotic symbols such as flags and banners and judicial symbols of court buildings, gavels, etc. Below are examples of the currently used interfaces.

**New Judge
Orientation Interface**



Note the narrated text in the left box above and in the box beneath content below.

Detention Interface



Judicial Staff Education Interface



Lessons are presented both visually (text) and orally (narration) with graphic enhancements to reinforce learning material. In both interface designs, a script or storyboard containing all content is included with the graphic treatment screen – either on the left side or below.

Text that is added to the screen is usually in a shorter outline or bullet-point format, emphasizing the script content.

Narration accompanies each screen and tracks exactly to the written (script) content. There should be clear narrated instructions for all activities, exercises and assessments as well.

This approach guarantees that the material will be presented in at least two learning modalities (visual and aural) and brings our products closer to Bobby (ADA) compliance. It also allows detention officers with either visual or auditory impairments to participate in CBT training.

Infolinks:

Additional breakout materials or “infolinks” are added to the course in PDF format. This is a standard used by the Court and can be guaranteed to launch on all computer equipment throughout the state. The Court can provide to the vendor information for the infolinks in Word format if desired. Some infolinks will be in the nature of handouts or job aides and there should be a PDF printout available so students can print supplemental materials from within the CBT.

Learning Activities:

A variety of interactive E-learning tools such as matching words to definitions, fill-in-the-blank, listing, drag and drop, crossword puzzle games, true/false, scenario, assessment, etc. are used in all of our CBT products. Please plan your approach to include approximately one activity per three to five screens and price your quotation accordingly.

Graphics Format:

Images for any of the CBTs may be drawn from commercial sources or from digital imagery contained in other CBTs produced by the Court. (Copies of these projects can be provided to vendors although source code is generally not available.) The Court also maintains a selection of digital photos of court specific topics such as buildings, judges, staff, etc. and will make these available as needed. The Court prefers photographic representations however situational diagrams may be necessary to convey some of the concepts included in any course.

Font styles must be clear, easy to read and at least 12 points; larger is preferred. Sans serif fonts seem to work better than others and there must be adequate contrast between text and backgrounds.

All buttons must be clear and large enough to be easily identified.

Logos for the Judicial College of Arizona, the Committee on Probation Education and the Supreme Court of Arizona may be included on projects and serve the purpose of "branding" the course.

Video:

Some judicial and staff procedures must be presented through video to ensure accuracy and detail of model-able behaviors. When video is necessary, the court will use independent video contractors to produce raw footage of digital video segments. Vendors will be asked to incorporate video segments into the training for general information and/or for scenario based training.

When video is used, additional meetings/discussion is necessary between the vendor and the Court representatives.

Course Log-In:

All courses include, at a minimum, an initial log-in screen that includes:

1. Name of Participant and
2. Password (if necessary).

In some cases additional log-in information may be requested such as job title, county and court of employment. This information is linked to "email results" button added to the end of the training. These parameters are determined at the initial kick-off meeting.

Courses are not currently linked to a learning management system (LMS) but that is expected to change within the next two fiscal years. At that time, all products will need to integrate with whatever LMS we are using and probably be SCORM or IEEE compliant.

Bookmarking:

Courses are bookmarked in such a way that the student using the course may leave and return to the same place in the course at a later time, provided the student is using the same computer. The bookmark is linked to the user log-in.

Assessments:

Each chapter or module of every CBT should have a variety of learning activities and/or games, puzzles, etc. to reinforce and assess learning.

A final assessment covering the learning material is developed and included at the end of the course. Students must pass the assessment with a score of 70 - 75% correct responses or better. If students fail the test, there should be a feedback device that identifies what they got wrong and where to review in the CBT. When they retake the test, the questions need to be presented in a new order through some form of randomization.

The CD must be set up in such a way that the participant completes all sections and all learning activities before proceeding to the final assessment.

Print Certificate:

The course must include a feature that allows the student to print a landscape oriented certificate of completion that includes the following information:

1. Name of Course
2. Name of Participant
3. Date Completed
4. Score of Final Assessment
5. Number of COJET hours granted (1.0 Hours COJET Credit for each hour of seat time in the course. This number will be predetermined and will be the same for each participant.)

The certificate is printable only after all sections of the training, activities and assessments are completed.