



ARIZONA SUPREME COURT

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

Request for Proposals

RFP 03-08

Web-Deliverable E-Learning

December 10, 2003

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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 Web-deliverable e-learning for computer desktop software applications and general business and professional training topics. Vendors who wish to submit a sealed proposal based upon the specifications and conditions in this document shall submit it by January 14, 2004 at 3:00 P.M. Arizona Time 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, performance standards, 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 on January 14, 2004 at 3:00 P.M. at the Arizona State Courts Building, 1501 W. Washington, Conference Room 227, Phoenix, Arizona.

2. Proposers' Conference

A proposers' conference will not be held.

3. Proposal Schedule

Activity	Date
a. Request for Proposals (RFP) published	December 10, 2003
b. Proposal Due Date*	January 14, 2004

The Court reserves the right to deviate from this schedule.

* **Proposals received after 3:00 P.M. Arizona Time on January 14, 2004 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) 542-9329 or text telephone (TDD) 542-9545.

SECTION 2 INSTRUCTIONS AND PROCEDURES

1. Vendors who wish to submit proposals for RFP 03-08 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 December 31, 2003 to:

Don Bentley, Procurement Officer
Arizona Supreme Court
1501 West Washington, Suite 221
Phoenix, Arizona 85007-3231
Email: dbentley@supreme.sp.state.az.us
Fax: (602) 542-9735

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 January 14, 2004 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 5 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 on January 14, 2004 at 3:00 P.M. at the Arizona State Courts Building, 1501 W. Washington, Conference Room 227. 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

Proposers shall have the capability, requisite experience, expertise and record of successful performance in the delivery of one or more of the parts described herein, in accordance with the provisions and requirements specified in this RFP.

1. Objective

The Court is seeking a vendor to provide quality interactive computer-based training courses that have been developed applying adult learning principles in their design and can meet the following requirements.

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:

Pentium II 266 MHZ, 32 MB RAM
Windows 95, 98, NT and 2000
16 bit sound card
16 bit color video
800 X 600 256 color resolution
Internet Explorer 4.0
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 and updates
- 3.4 Online support features and ease of use
- 3.5 Quality of product and vendor performance at other businesses/agencies

4. Compliance

Vendor must identify all terms and conditions 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.

6. Specifications for Web deliverable CBT for desktop applications, general business and professional training topics:

The Court is seeking a vendor to provide quality interactive computer-based training courses that have been developed applying adult learning principles in their design and can meet the following requirements

- 6.1 Ability to effectively operate on a 56K frame relay line.
- 6.2 Ability to attend/complete courses anytime.
- 6.3 Ability to select specific content within classes -- modular.
- 6.4 Learning objectives clearly stated, covered, and evaluated.
- 6.5 Pre-course and post-course assessments based on learning objectives.
- 6.6 Assessments based on learning objectives within each module, segment, or lesson.
- 6.7 Online help.
- 6.8 For software training topics, the ability to provide simulation activities and assessments.
- 6.9 Streaming audio.
- 6.10 Ability to document or report completion of course, post course assessments, and partial completion or progress of student.
- 6.11 Ability to display text version of speaking audio.
- 6.12 Choice of both text and audio.

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 5 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 January 14, 2004.
 - 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 -- Interactive, objective based courses -- Variety and volume of courses covering common desktop applications -- Ability to access courses effectively via Court internet and Internet	45%
B. Price	25%
C. Online support features and ease of use	10%
D. Quality of product and vendor performance with other businesses/agencies -- References and reputation	10%
E. Course development and updates -- Regular and timely updates	5%
F. Training, service and support -- Accessibility to support service	5%

SECTION 5 PROPOSAL SUBMITTAL DOCUMENTS

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

1. Proposal Submittal Letter (see page 10)
2. Three references (see page 11)
3. Vendor Profile (see page 12)
4. Product Evaluation Sheet (see Appendix A)
5. Cost analysis 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 03-08, the following response 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.

CLIENT NAME **CONTACT NAME** **CONTACT INFORMATION**

- 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 CONTRACT**

Contract No. _____

Arizona Supreme Court
Administrative Office of the Courts

Agreement

for

Use 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 Proposal 03-08 inviting proposals from vendors capable of providing web-deliverable computer-based training courses for desktop applications, general business and professional training topics to 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(A). Products and services. At a minimum, Contractor will provide access to the computer-based training courses listed in Appendix A, together with all the features and functions described in Contractor's proposal dated _____, through links from AOC and other Arizona court Web sites, for use by all authorized Arizona court users. Contractor shall provide maintenance and support services to insure that the online courses are available 24 hours a day, seven days a week. Failure by Contractor to make the courses available shall obligate Contractor to extend the subscriptions for such courses for one day for each day they are not available. Contractor will maintain information on which

individuals have taken which courses and provide this information to AOC on request.

2(B). Products and services. Services will be ordered only on an “as needed” basis, as determined by the Court. Contractor is not guaranteed any work under this contract. The specific tasks, deliverables, performance standards, and costs for services shall be detailed in a written work order, 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 to access the computer-based training courses provided by Contractor under this contract as provided in the online license for the courses.

4. Payment. Contractor will be compensated as shown on Appendix A. Contractor shall accept payment from the AOC or from individual Arizona courts with employees accessing the courses and Contractor will invoice AOC or individual courts as requested by AOC. The appropriate payor shall process and remit to Contractor within 30 days of the date of receipt of Contractor's complete invoice a warrant for payments due. 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. Nothing herein shall be construed to assign or transfer any intellectual property rights in Contractor's course content, software, website architecture or delivery systems and Contractor retains all right title and interest subject only to the 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. 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. In the event of termination by Court, Contractor shall continue to provide access to Contractor's courses which were paid for prior to the date of termination.

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 85282

[CONTRACTOR]

By: _____

By: _____

Mike Baumstark
Deputy Director

Title: _____

Date: _____

Date: _____

Fed. Employer ID No. _____

APPENDIX TO SAMPLE CONTRACT

1. Contractor shall provide the following online courses or substitute courses approved by Administrative Offices of the Court:

2. Administrative Offices of the Court shall pay Contractor for the courses accessed as follows:

3. The parties may negotiate alternative payment or course packaging arrangements including, but not limited to, “up-front” payments, volume discounts and tiering plans that would reduce the per course/per user costs specified above. If used, these arrangements will be documented in a work order signed by both parties.

4. Individual courts may purchase courses by requesting an authentication key for a minimum of 10 users. Contractor shall bill these courts directly for the number of registered users.

Appendix A 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 submitted on an attached document referenced by the statement/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 statement/question number.

Vendor/Proposer Name _____

The following is in submission for Web deliverable CBT for desktop applications, general business and professional training topics.

		Fully Meets	Partly Meets	Does Not Meet
1.	Ability to effectively meet Section 3, "2.1 and 2.2 Current Server Environment/Requirements"			
2.	Ability for student to attend/complete courses anytime.			
3.	Ability for student to select specific content within classes – modular.			
4.	Learning objectives clearly stated, covered and evaluated.			
5.	Pre-course assessments based on learning objectives.			
6.	Post-course assessments based on learning objectives.			
7.	Assessments based on learning objectives			

	within each module, segment or lesson.			
8.	Online help.			
9.	For software training topics, the ability to provide simulation assessments.			
10.	Streaming audio.			
11.	Ability to document or report student's completion of course.			
12.	Ability to document or report partial completion or progress of student.			
13.	Ability to display text version of spoken audio.			
14.	Choice of both audio and text.			
15.	Ability to bill each court separately for the use of the courses.			

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

16.	Describe how your system creates reports, information reference in questions 11 and 12 above.
17.	Describe the tasks and timelines required in order to provide online training courses to the Court system using your solution.
18.	Are there any limitations in the number of students able to participate in an online training session simultaneously? Explain.
19.	Can your solution accommodate new/existing technologies? Describe how new enhancements or courses are added.

20.	How many people would you suggest are required to support your product or service? What would their roles be?
21.	Describe your support services.
22.	What impact does your solution have on other network traffic?
23.	Are plug-ins or other software required to attend your training? If so, please list these and provide information on size of plug-in/software, time needed to download and impact on network.
24.	Explain your system's capability to bill individual courts for the use of the courses.
25.	Go to attached Appendix B and complete "Cost Analysis."

Appendix B

“Cost Analysis”

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

The Court would like cost information for the following two scenarios. First, provide a per user cost for the catalog of courses listed below. Currently, the Court has approximately 600 online training users, with a 9000 user potential. Second, provide your course catalog with a per course cost to add additional courses.

Catalog of Courses

Microsoft Access courses – versions 97, 2000, XP
Microsoft Excel courses – versions 97, 2000, XP
Microsoft FrontPage courses – versions 98, 2000, XP
Internet courses
Microsoft Internet Explorer courses – versions 4.0, 5.0, 6.0
Microsoft Outlook courses – versions 98, 2000, XP
Microsoft PowerPoint – versions 97, 2000, XP
Microsoft Windows – versions 95, 98, 2000
Microsoft Word – versions 97, 2000, XP
Corel WordPerfect – version 8.0