



# ARIZONA SUPREME COURT

Administrative Office of the Courts  
1501 West Washington, Suite 105  
Phoenix, Arizona 85007

Request for Proposals

RFP 09-04

**Web-Deliverable E-Learning**

May 18, 2009

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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 Tuesday, June 9, 2009 at 3:00 P.M. Arizona Time in accordance with the schedule (see below).

The public opening will be conducted on June 9, 2009 at 3:00 P.M. at the Arizona State Courts Building, 1501 W. Washington, Conference Room 412, Phoenix, Arizona.

### 2. Proposers' Conference

A proposers' conference will not be held.

### 3. Proposal Schedule

Activity	Date
a. Request for Proposals (RFP) published	May 18, 2009
b. Deadline to Submit Written Questions	May 29, 2009
c. Proposal Due Date*	June 9, 2009

The Court reserves the right to deviate from this schedule.

**\* Proposals received after 3:00 P.M. Arizona Time on June 9, 2009 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 shall be entered into with the responsible offerer whose proposal is determined in writing to be the most advantageous to the Judicial Branch 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 09-04 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:
  - A. The vendor has not paid 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 May 29, 2009 to:

Don Bentley, Procurement Officer  
Arizona Supreme Court  
1501 West Washington, Suite 105  
Phoenix, Arizona 85007-3231  
Email: [dbentley@courts.az.gov](mailto: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 June 9, 2009 to Don Bentley, Arizona Supreme Court, 1501 West Washington, Suite 105, 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 five 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 June 9, 2009 at 3:00 P.M. at the Arizona State Courts Building, 1501 W. Washington, Conference Room 412. 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 Client Environment Requirements

- HP Compaq 8510p
- Operating system - Genuine Windows Vista® Business, SP1 32 bit
- Processor - Intel® Core™2 Duo Processor T7500\* (2.2GHz, 800 MHz FSB, 4MB L2 cache)
- Memory - 2GB 667MHz DDR SDRAM (1 DIMM)
- Video memory - 256MB video memory (512MB HyperMemory) - ATI
- Hard drive - 120GB 7200rpm Hard Drive
- Optical drive - DVD +/- RW drive (4x)
- Modem - 56K modem
- Network card - 10/100/1000 NIC
- Wireless LAN - Intel 802.11a/b/g wireless
- 16 bit sound card
- 16 bit color video
- ATI Radeon Graphics Processor (0x9581)
- 1280x1024 resolution 32 bit
- Internet Explorer 7
- 10/100 Mbps Ethernet

#### 2.2 CBT delivered from a central server on the intranet:

Windows2003 to Windows 2008 Server  
Frame Relay T1  
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 T1 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 (documentation for administrators and students in easily accessible format)
- 6.8 For software training topics, the ability to provide simulation activities and assessments
- 6.9 Streaming audio
- 6.10 Ability to generate reports against courses for individual student progress, completion, and post course assessments (pass/fail)

- 6.11 Ability to generate reports against individual students' progress, course completion (by course name) and post course assessment (pass/fail)
- 6.12 Ability to display text version of narrative
- 6.13 Ability to select audio and text, text only, audio only
- 6.14 Ability to assign multiple administrators
- 6.15 Ability for administrator to set passing score
- 6.16 Ability to set individual expiration dates outside contract expiration date and run reports against this
- 6.17 Ability to email users in group
- 6.17 Ability to maintain training records while removing individual from library access

**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 105, no later than 3:00 P.M., Arizona Time on June 9, 2009.
  - 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.

<b>Evaluation Criteria</b>	<b>Relative Importance</b>
A. Product Evaluation Based on access to demonstration account <ul style="list-style-type: none"> <li>-- Ability to meet specifications</li> <li>-- Interactive, objective based courses</li> <li>-- Quality of product and vendor performance with ___ other businesses/agencies</li> <li>-- References and reputation</li> <li>-- Ability to access courses effectively via Court internet and Internet</li> </ul>	50%
B. Price	20%
C. Online support features, and ease of use, Training, service, and accessibility to support service	10%
D. Course development and updates <ul style="list-style-type: none"> <li>-- Regular and timely updates</li> </ul>	20%

## **SECTION 5 PROPOSAL SUBMITTAL DOCUMENTS**

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. 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.
8. Access to on-line library to review accessibility, appearance, ease of use, and available resources.

**PROPOSAL SUBMITTAL LETTER**  
**(Use as page 1 of proposal)**

Mr. Don Bentley  
Arizona Supreme Court  
Administrative Office of the Courts  
1501 W. Washington, Suite 105  
Phoenix, Arizona 85007-3231

Dear Mr. Bentley:

In response to your Request for Proposals (RFP) number 09-04, 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.

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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.

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<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, mailing address, and email address).

Who in your company is authorized to negotiate a contact with us? (Please provide name, title, direct phone number, fax number, mailing address, and email 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 09-04 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.

**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. 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 AOC 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 judgment, the AOC will return the item upon the Contractor's written request. The Contractor will grant the AOC 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 AOC regarding infringement or the like.

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

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

General Aggregate	\$ 1,000,000
Products – Completed Operations Aggregate	\$ 500,000
Personal and Advertising Injury	\$ 500,000
Blanket Contractual Liability – Written and Oral	\$ 500,000
Fire Legal Liability	\$ 25,000
Each Occurrence	\$ 500,000

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

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

This coverage shall not apply to a contractor or subcontractor exempt under A.R.S. 23-901 when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

3. Technology Errors and Omissions Insurance  
Each Claim \$500,000  
Annual Aggregate \$500,000

Coverage to include professional misconduct or lack of ordinary skill for those positions defined in the scope of work for this contract and the related RFP and vendor-submitted proposal. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
4. All policies shall contain a waiver of subrogation against the Arizona Supreme Court, the State of Arizona, and their agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the AOC. Such notice shall be sent directly to the AOC representative and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The AOC in no way warrants

that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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

All certificates required by this Contract shall be sent directly to the AOC's representative. The AOC contract number and project description shall be noted on the certificate of insurance. The AOC reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

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

**8. Indemnification.** Contractor shall indemnify, defend, and save harmless the AOC 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 AOC 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 AOC, or its employees.

**9. Other contracts.** The AOC 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 AOC, 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 AOC shall be made without prior written permission of the other party. The AOC 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 AOC'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 AOC shall make reasonable efforts to secure such funds. If the necessary funds are not made available, then the AOC shall provide written notice to the Contractor and may cancel this Contract without further obligation. The AOC 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 AOC will notify Contractor as soon as possible.

E. Records. As required by A.R.S. § 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 AOC 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 AOC 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 AOC makes such findings shall be in issue and may be reviewed in any competent court.

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

H. Disputes. Any dispute arising under the Contract shall initially be decided by the AOC's contract administrator. The contract administrator's decision may be appealed according to the AOC's 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 A.R.S. §§ 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 AOC 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 an AOC 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 AOC. 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 AOC shall not unreasonably withhold approval and shall notify the Contractor of the AOC'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.

R. Compliance with the Arizona Legal Workers Act, A.R.S. §41-4401.

1. Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214(A). (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”). If this compliance requirement disqualifies any of Contractor’s key personnel or individuals working at the direction of Contractor and no acceptable alternative is provided, the AOC may terminate this contract.

2.. A breach of a warranty regarding compliance under subparagraph A shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

3. AOC retains the legal right to audit and inspect the papers of any of Contractor’s employee or subcontractor’s employee who works on the contract to ensure that Contractor’s personnel and any person working at the direction of Contractor is complying with the warranty under subparagraph R.1.

S. Scrutinized business operations. Pursuant to A.R.S. § 35-391.06 and 35-393.06, the Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term “scrutinized business operations” shall have the meanings set forth in A.R.S. § 35-391 or and 35-393, as applicable. If the AOC determines that the Contractor submitted a false certification, the AOC may impose remedies as provided by law including cancellation or termination of this Agreement.

T. Criminal history check. The AOC may require Contractor to provide identifying information for Contractor and any individuals working in judicial facilities or having access to judicial information for the purposes of conducting a criminal history records check for security purposes. Contractor agrees to cooperate with such requests and understands that the AOC may terminate this Agreement if the results of the criminal history records check would disqualify the Contractor or individual and there is no acceptable alternative.

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. .

## 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.	Streaming audio.			
10.	Ability to generate reports against courses for individual student's progress of course.			
11.	Ability to generate reports against courses for individual student's completion of course.			
12.	Ability to generate reports against courses for individual student's post course assessment (pass/fail)			
13.	Ability to assign multiple administrators			
14.	Ability to document or report partial completion or progress of student.			
15.	Ability for administrator to set passing score			
16.	Ability to hear audio with text off.			
17.	Ability to see narrative text with audio off			
18.	Ability to hear audio and read narrative text			
19.	Ability to set individual expiration dates outside contract expiration dates			
20.	Ability to run reports against user expiration dates			

<b>The following may be answered in the space provided or on an attached document referenced by statement/question number.</b>	
21.	Describe how your system creates reports, information reference in questions 10, 11, 12, and 19, 20 above. Please provide samples of your reports.
22.	Describe the tasks and timelines required in order to provide online training courses to the Court system using your solution.
23.	Are there any limitations in the number of students able to participate in an online training session simultaneously? Explain.
24.	Can your solution accommodate new/existing technologies? Describe how new enhancements or courses are added.
25.	How many people would you suggest are required to support your product or service? What would their roles be?

26.	Describe your support services.
27.	What impact does your solution have on other network traffic?
28.	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.
29.	<b>Go to attached Appendix B and complete “Cost Analysis.”</b>

## **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.

1. 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.
2. Provide your course catalog with a per course cost to add additional courses.

#### Catalog of Courses

Microsoft Access courses – XP, Office '07  
Microsoft Excel courses –XP, Office '07  
Microsoft FrontPage courses –XP  
Microsoft Expressions Web 2007  
Microsoft Internet Explorer– versions 6.x, 7.x & 8  
Microsoft Outlook courses –XP, Vista  
Microsoft PowerPoint – XP, Office '07  
Microsoft Windows OS –2000 to Vista  
Microsoft Word –XP, Office '  
Microsoft Publisher – XP, Office '07  
Microsoft Project – XP, Office '07