



State of Arizona

Department of Education

Request For Quotation

SOLICITATION NUMBER: ED10-0031

SOLICITATION DUE DATE/TIME: May 7, 2010, at 3:00 P.M. Mountain Standard Time

DESCRIPTION OF PROCUREMENT: Training on Facilitated Individualized Education Program (IEP)

CONTRACT TERM: Through completion of work, see Scope of Work

SOLICITATION SUBMITTAL: OFFERS MAY BE SUBMITTED IN ANY ONE OF THE FOLLOWING THREE MANNERS:

1. SIGNED OFFERS MAY BE SCANNED AND SENT BY E-MAIL WITH THE SOLICITATION NUMBER IN THE SUBJECT LINE TO PROCUREMENTINBOX@AZED.GOV,
2. BY FACSIMILE TO (602) 364-0598, OR
3. OFFERS MAY BE DELIVERED TO THE FOLLOWING ADDRESS.

Arizona Department of Education
Contracts Management Unit/3rd Floor
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

In accordance with A.R.S. § 41-2535, A.A.C.R2-7-D301, Quotations for the materials or services specified will be received by the Arizona Department of Education's Contracts Management Unit at the above specified location until the time and date cited above. This procurement is restricted, if practicable, to small business entities.

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

Although it is recommended that Quotations be returned via facsimile or e-mail, quotations may also be completed in ink or typewritten and delivered to the above address.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Clay Dones
Procurement Officer

(602) 364-2517
Telephone Number

April 27, 2010
Date

OFFER AND AWARD



ARIZONA DEPARTMENT OF EDUCATION

Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED10-0031

OFFER

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

The Undersigned additionally certifies that the offeror does not have scrutinized business operations in either the Sudan (A.R.S. 35-391) or Iran (A.R.S. 35-393).

Company Name

Name of Person Authorized to Sign Offer

Street Address

Title of Authorized Person

City State Zip Code

Signature of Authorized Person Date of Offer

Telephone Number: _____

Facsimile Number: _____

The Offeror certifies that the above referenced organization ____ is or ____ is not a small business with less than 100 employees or has gross revenues of \$4 million or less in the last complete fiscal year.

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

Amendment No. Date

Amendment No. Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD

(For State of Arizona Use Only)

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

This Contract shall henceforth be referred to as Contract Number ED10-0031.

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

State of Arizona

Awarded this _____ day of _____, 2010

Douglas C. Peeples, CPPB, CPCM
Chief Procurement Officer

SECTION 1
SCOPE OF WORK/SPECIFICATIONS
ARIZONA DEPARTMENT OF EDUCATION

Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED10-0031

1. Purpose

The Dispute Resolution Unit of the Arizona Department of Education (ADE) is seeking quotes for two identical training sessions on Facilitated Individualized Education Program (IEP), where participants will learn to act as impartial facilitators assisting IEP teams in developing IEPs for children with disabilities and addressing conflicts between the parties. The Dispute Resolution Unit offers resources for parents and school personnel who require assistance with special education-related disputes. The Facilitated IEP training will assist public education agencies and parents in resolving difficult issues at the local level, before issues elevate to a level requiring formal dispute resolution.

Twenty-five to thirty Attendees will be selected from the Arizona public education agencies and notified by the Exceptional Student Services/Dispute Resolution staff. Attendees will be preregistered and selected by the Department of Education, Exceptional Student Services, and will be on a first-come, first-serve basis, with a limit of one person per school district. Training will occur at the Arizona Department of Education, 2005 North Central Avenue, Phoenix, AZ on dates indicated in paragraph 4.C.

2. Successful Offerors

Interested parties shall submit a response to this solicitation describing their method for providing the services offered and materials provided in support of the services. Offerors shall provide evidence of their expertise, experience and personal qualifications to provide this training. The response shall describe the process to be used in the training, including the objectives and schedule for each topic within the training.

3. Contractor Responsibilities:

- Travel to the site: Arizona Department of Education, 2005 North Central Avenue, Phoenix, Arizona.
- Provide training materials for workshop participants to be reproduced at ADE facilities.
- Conduct the training, including opportunities to role play and debrief, with a discussion of anticipated problems and solutions.
- Be available for follow-up questions through email and by phone.

4. Deliverables

- A. Provide at least two trainers, for two training periods. Each training period will be 2 or 3 days in length, each training day being at least 7 hours, for a maximum of 30 participants to be trained on the following topics:
- How to facilitate an IEP meeting,
 - How to establish ground rules and build trust
 - Basic conflict resolution and communication skills
 - Dealing with difficult people, hostility and anger
 - How to give everyone opportunities to interact in a respectful manner.
 - How to keep team members focused on the target objectives.
 - How to communicate with adversarial committee members.
 - How to determine roles within the meeting.
 - How to lead and manage a discussion.
 - How to intervene when problems arise.

SECTION 1
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SOLICITATION NO. ED10-0031

- How to build consensus.
 - How to create a positive environment.
 - How to keep the focus on the child.
- B. The trainers will present information, provide opportunities for practice and feedback over a two or three day period.
- C. Schedule-First training period is June 14, 15, and/or 16, 2010, with a second training period October 25, 26, and/or 27, 2010.
- D. Materials. The Department of Education has a full service print shop. The vendor of award will send materials to the Department for printing and binding.
5. **Qualifications:** Trainers will possess the following qualifications:
- Special education teaching experience
 - A minimum of three years experience facilitating IEP meetings using the training
 - A minimum of three years experience setting up a Facilitated IEP program
6. **References.** Offerors shall submit a minimum of three (3) professional references with their offer. References shall include Company Name, Address, Point of Contact, Phone Number, and a description of services provided.
7. **Evaluation**
- Offers will be evaluated based on price; how closely the trainers meet the qualifications based on resume(s), an executive summary of their background, experience; and, method of approach for delivering content/training identified in Scope of Work, and the lowest price quote.

SECTION 2 INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION

Procurement Section
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SOLICITATION NO. ED10-0031

1. **Definition of Terms Used in These Instructions.** As used in these instructions, the following terms have the following meaning:
 - A. *"Attachments"* means all items required of the Offeror as a part of the offer.
 - B. *"Days"* means calendar days unless otherwise specified.
 - C. *"Exhibits"* means items attached to the Solicitation.
 - D. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - E. *"Offer"* means bid, proposal or quotation.
 - F. *"Offeror"* means a vendor who responds to a solicitation as defined in Paragraph 1.H.
 - G. *"Procurement Officer"* means the person duly authorized to enter into and administer contracts and make written determinations with respect to the contract or his or her designee.
 - H. *"Solicitation"* means an invitation for bids ("IFB"), a request for proposals ("RFP") or a request for quotations ("RFQ").
 - I. *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party for the performance of any work, for the making or furnishing of any material or any service required for the performance of the Contract.
 - J. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
2. Revision 7.1 of the State of Arizona's Uniform Instructions to Offerors are hereby incorporated by reference. These documents may be accessed through the State Procurement Office by accessing the Internet at <http://www.azdoa.gov/userfiles/file/SPO/Pro%20Docs%20and%20Forms/UIOv7.pdf> or by telephoning either, the State Procurement Office at (602) 542-5511 or the Arizona Department of Education at (602) 364-2517.
3. **Submission.** Quotations shall be signed where applicable and received as designated on the cover page, no later than indicated. The Attached Pricing Schedule, Vendor Setup/Change, and Request for Taxpayer Identification Number shall be completed and submitted with the Offeror's Quotation.
4. **Offer and Contract Award Form.** Complete the top half of this form; failure to complete this portion may be cause to reject the Offeror's Quotation.
5. **Pricing Schedule.** Offerors must complete the attached Pricing Schedule in its entirety and submit as part of this solicitation. Prices shall be all inclusive to include any miscellaneous cost associated with the services to be performed.
6. **Opening.** This is an informal Solicitation and offers will not be read at a public opening; however, the information may be publicly reviewed after an award has been made.
7. **Award of Contract.** A contract shall be awarded to the responsible Offeror whose offer is determined to be the most advantageous to the State.

SECTION 2
INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION

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SOLICITATION NO. ED10-0031

8. **Evaluation Criteria.** Pursuant to R2-7-336, (6.) a contract award shall be made to the responsible Offer whose offer is determined to be the most advantageous to the State based on the following criteria, which are listed in descending order of importance.
- A. **Price.**
- B. **Organization and Key Personnel.** It is essential that personnel be fully qualified to perform per the requirements of this solicitation. Please provide all information to demonstrate Knowledge, Experience, and Expertise of Key Personnel. This may include resumes or Certificates or any method that meets this evaluation requirement.
- C. **Method of Approach.** Use any means necessary to demonstrate a thorough understanding of the requirements stated in this solicitation which may include a narrative approach. Please address each requirement stated in the Scope of Work.
9. All information provided by Offerors is subject to verification.
10. **FAILURE TO PROVIDE ANY REQUESTED ITEM(S) MAY RESULT IN A QUOTE BEING REJECTED.**

SECTION 3 TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION

Procurement Section
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SOLICITATION NO. ED10-0031

1. Revision 7 of the State of Arizona's Uniform Terms and Conditions are hereby incorporated by reference. These documents may be accessed through the State Procurement Office by accessing the Internet at <http://www.azdoa.gov/agencies/spo/docs/UTCv7.pdf> or by manually calling either, the State Procurement Office at (602) 542-5511 or the Arizona Department of Education at (602) 364-2517.
2. **Definition of Terms Used in these Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms, in addition to those terms defined in Section 3, Paragraph 1, have the following meaning:
 - A. "ADE" means the Arizona Department of Education.
 - B. "Department" means the Arizona Department of Education.

3. **Indemnification.**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

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

4. **Insurance.**

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

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

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

SECTION 3 TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION

Procurement Section
1535 West Jefferson Street, Bin #37
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SOLICITATION NO. ED10-0031

1. Commercial General Liability – Occurrence Form

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

• 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

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

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

Combined Single Limit (CSL) \$500,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

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

SECTION 3 TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION

Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED10-0031

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the office indicated in Section IV, Contract Administration, paragraph 3.D and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to the office indicated in Section IV, Contract Administration, paragraph 3.D. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

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

SECTION 3 TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION

Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED10-0031

damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

5. **Contract Term.** The term of this Contract shall commence on the date the Procurement Officer signs the Offer and Acceptance Form, signifying ADE's acceptance of the Offeror's proposal and will remain in effect unless terminated, canceled, or extended as otherwise provided herein, through completion of work, see Scope of Work, Section 1.
6. **Pricing.** All pricing shall be firm, fixed and be inclusive of all labor, equipment, materials, products, freight (FOB Destination), consumable supplies, insurance, and all other costs incidental to the services provided.
7. **Purchase Orders.** Work under this Contract will be funded and ordered through separate purchase orders issued by the Procurement Officer.
8. **Acceptance of Services.** Determination of the acceptability of work will be made by ADE. Work shall be completed in a responsible and professional manner and in accordance with the Statement of Work, schedules, test plans, or performance/operating standards which are incorporated in each work assignment.
9. **Offshore Performance of Work Prohibited** Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.
10. **Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-VERIFY REQUIREMENT:**
The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection 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.") A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract. ADE retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph A.
11. **Cooperation with Other Contractors and Subcontractors.** The Contractor shall fully cooperate with other ADE contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other ADE contractors. The Contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other ADE contractors.

SECTION 4
CONTRACT ADMINISTRATION

ARIZONA DEPARTMENT OF EDUCATION

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SOLICITATION NO. ED10-0031

1. **Payment.** The Contractor shall be paid the total amount set forth in Attachment 6.1 of the Contract upon verification by the Contracting Officer that the Contractor satisfactorily delivered the goods or services set forth in the Scope of Work or specifications.
2. **Invoices.** The Contractor shall submit invoices in an mutually acceptable format for work that has been performed in accordance with the contract terms and conditions and accepted by ADE within thirty (30) working days after providing the services. ADE shall pay the Contractor within thirty (30) working days of receipt of invoices, provided the invoices include the required information and supporting documentation. The Contractor shall invoice only for the actual services performed in conjunction with the requirements of the contract. Invoices may be submitted on a monthly or bi-weekly basis. Each invoice shall provide the following information, as applicable: contract number, purchase order number and description of services performed.
3. **Contacts.**

<p>A. Mailing of Payments. Address to which payment should be mailed, if different than that listed on the Offer and Award Form.</p> <p style="text-align: center;">_____ (Company Name)</p> <p style="text-align: center;">_____ (Street Address)</p> <p style="text-align: center;">_____ (City & State) (Zip Code)</p>	<p>B. Contractor representative to contact for contract administration purposes:</p> <p style="text-align: center;">_____ (Name and Title)</p> <p style="text-align: center;">_____ (Street Address)</p> <p style="text-align: center;">_____ (City & State) (Zip Code)</p> <p style="text-align: center;">_____ (Telephone & Facsimile Numbers)</p>
<p>C. The ADE Project Manager to contact for technical matters concerning contract performance (NOTE: this person is <u>not</u> authorized to direct contractor performance or make changes in contract requirements.):</p> <p style="text-align: center;"><u>Julia Hagens, Educational Program Specialist</u> (Name and Title)</p> <p style="text-align: center;"><u>1535 West Jefferson Street, Bin 62</u> (Street Address)</p> <p style="text-align: center;"><u>Phoenix, AZ</u> <u>85007</u> (City & State) (Zip Code)</p>	<p>D. All contract administration matters will be managed by the Procurement Office. All correspondence concerning this contract shall be directed to the following:</p> <p style="text-align: center;">Contracts Management Unit, Bin #37 1535 West Jefferson Street Phoenix, Arizona 85007 Phone: (602) 364-2517 FAX: (602) 364-0598</p>

**ATTACHMENT 6.1
PRICES**

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SOLICITATION NO. ED10-0031

Offeror's pricing shall be all inclusive, and shall include labor rate, labor benefits, payroll burden, insurance, workman's compensation fee, all taxes, profit, overhead, travel, disposal fees, fuel, and all other related cost factors, shall be the responsibility of the vendor and shall be included in the pricing. The Department of Education shall not reimburse any item other than the all inclusive rate.

TOTAL OFFER \$ _____

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

Notice: If the transaction privilege (sales) taxes are not described and itemized on the offer, the State will assume that the price(s) offered includes all applicable taxes.