



ARIZONA DEPARTMENT OF EDUCATION

NOTICE OF REQUEST FOR PROPOSAL

Solicitation Number: BPM007201
Solicitation Due Date / Time: July 15, 2026 Time (Local Time): 3:00 p.m. Arizona time
Submittal Location: <https://appstate.az.gov>
Description of Procurement: Multi-State Alternate Assessment (MSAA)
Pre-Offer Conference Date: None

In accordance with A.R.S. § 41-2534, the Arizona Department of Education is soliciting competitive sealed proposals pursuant to this Request for Proposal (RFP) for the materials or services specified herein. Respondents will submit their Offers to the State Procurement Office online through the State's e-Procurement system. Arizona Procurement Portal (A.P.P.) at <https://app.az.gov>, at the date and time posted in A.P.P. Proposals received by the correct time and date will be opened and the name of each Offeror will be publicly available. **Proposals shall be in the actual possession of the State prior to the time and date and at the location indicated in the Notice. Late proposals will not be considered.**

The Offer shall be submitted in an acceptable format, as described herein, using the State's online e-Procurement application Arizona Procurement Portal at <https://appstate.az.gov>. Submission of offers by means other than the Arizona Procurement Portal system will not be accepted. Prospective Offerors with questions in this regard shall contact the Procurement Officer prior to the Solicitation's due date and time

To submit an Offer, Offerors shall register in A.P.P. Offerors requiring assistance in the registration process or in navigating A.P.P. may call the Help Desk at 602-542-7600.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.
Please enter a nominal amount in the items/bid tab for award consideration.

Sophia Clavery

6/15/2026

Procurement Officer

Date

Braulio Garcia

6/15/2026

Chief Procurement Officer

Date



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Scope of Work

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1. **MISSION STATEMENT**

The Arizona Department of Education is a service organization committed to raising academic outcomes and empowering parents.

2. **BACKGROUND**

The Arizona Department of Education (ADE), acting as the fiscal agent for the Multi-State Alternate Assessment (MSAA) consortium, is requesting proposals for activities related to the implementation, maintenance, and ongoing development of the MSAA project. This project, conducted in accordance with federal and state legislation, focuses on criterion-referenced alternate assessments based on alternate academic achievement standards (AA-AAAS) for students with significant cognitive disabilities. The work continues the efforts initially conducted by the National Center and State Collaborative (NCSC). The MSAA in English language arts (ELA) and mathematics will be administered starting in Spring 2027 and will continue through the term of the contract.

The assessment is delivered through a technology-based management system to facilitate administration, documentation, and reporting. The MSAA summative stage adaptive alternate assessment serves three main purposes:

1. To measure and provide defensible assessment scores for state accountability systems.
2. To provide appropriate data for reporting.
3. To measure student growth over time.

MSAA partners will continue to support teachers in understanding academic content reflected in the State Academic Content Standards and will provide resources to improve planning and implementation of academic instruction.

The selected contractor must have the capacity to deliver the MSAA as a Computer-Based Test (CBT) with a Paper-Based Test (PBT) as an accommodation for every MSAA State/Entity. Although all participating partners are committed to a common administration, the contractor must be prepared to meet unique needs of individual states/entities identified in sections marked as "Additional/Optional Services – State Specific Requirements." This Scope of Work section includes a description of all common requirements and any optional services offered to all MSAA Partners.

The contractor will work closely with the MSAA Partners to complete all tasks. All procedures, processes, and products used by the contractor must be approved by the MSAA Partners. Throughout the contract, the contractor will confer with the MSAA Partners consistently and will be involved in regular meetings, including face-to-face meetings as necessary.

3. **RIDER CLAUSE**

This solicitation and any resulting contract may be made available to other states or entities to procure the requested services in compliance with the MSAA cooperative agreement and the specific requirements of individual states and governmental entities. Any participating state or entity may independently enter into a separate contract with the awarded contractor utilizing the scope of work and pricing established in this solicitation. Each participating state or entity shall execute its own separate contract document with the contractor. The State of Arizona shall not be a party to, nor assume any responsibility or liability for, contracts executed by other participating entities. The contractor shall be solely responsible for compliance with all applicable procurement requirements, laws, rules and contract terms specific to each participating state or governmental entity.

4. **PURPOSE**

The purpose of this solicitation is to procure a qualified contractor to provide the MSAA for Arizona. The selected contractor will deliver an accessible, computer-based alternate assessment system in English language arts



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(reading and writing) and mathematics for students with the most significant cognitive disabilities in grades 3–8 and grade 11.

The awarded contractor will support statewide assessment administration, scoring, reporting, and related services necessary to meet state and federal accountability requirements. This solicitation also includes optional state-specific components, including an alternate science assessment and an alternate interim assessment.

5. **PROJECT SCHEDULE**

The assessment provided by this procurement will first be administered in all tested grades and content areas in Spring 2027. The Key Deliverables Schedule identifies major project activities and associated completion dates, where such dates can be determined at the time of solicitation. Certain deliverable dates are contingent upon finalized test administration schedules and shall be established through contract negotiations. A detailed Program Schedule shall be developed for each year of the contract term. The Program Schedule shall include a high-level management summary as well as specific dates for critical processes, milestones, and deliverables.

The Contractor shall ensure that schedules account for overlapping project years and include accurate estimates of the resources required for both preceding and succeeding contract years.

Following contract award, the Program Schedule shall be maintained as a dynamic working document and updated on a weekly basis to reflect task completion, schedule changes, and revised milestones. All updates shall be subject to review and approval by the MSAA Partners. The Contractor shall prepare and submit a draft work schedule to the MSAA Partners no later than one (1) week prior to the initial project planning meeting. The initial planning meeting shall occur within one (1) month of contract execution.

6. **PROGRAM DESCRIPTIONS**

The MSAA includes tests in ELA (reading and writing) and mathematics that will be administered to students in grades 3 through 8 and grade 11.

A. Expected Number of State and Students

As of February 2026, states committed to administer MSAA under the terms specified through this RFP include American Samoa, Arizona, the Bureau of Indian Education (BIE), Commonwealth of the Northern Mariana Islands (CNMI), the Department of Defense Education Activity (DoDEA), Guam, Maine, South Dakota, Washington D.C., the U.S. Virgin Islands, and Vermont. The selected vendor must also have the capacity to accommodate any new state that joins MSAA. During the 2024 administration, nearly 10,500 students participated in the MSAA administration across the Partners.

The estimated number of students per state is:

Participation in MSAA Estimated Counts of Students Per State	
State	Total Number of Students (rounded to the nearest hundred)
Arizona	6,500
American Samoa	100
BIE	300
CNMI	100
DoDEA	400
Guam	100
Maine	1,000



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Montana	900
Washington, D.C.	500
South Dakota	800
U.S. Virgin Islands	100
Vermont	500
Total	11,300

B. Test Administration Dates

The MSAA will be administered during a 7-week window starting in early March and ending by mid-May. User must have access to the MSAA testing platform at least two weeks before the test window opens. Specific dates for the annual testing window during the initial years of the contract will be determined during the initial planning meeting.

Replies should consider the potential variation in testing windows across MSAA partners, addressing requirements for administration, scoring, reporting, and related activities. Reporting will take place after the testing window has closed for all partners.

7. CONTRACTOR RESPONSIBILITIES

7.1 Test Design, Development, and Security

The Contractor shall:

- 7.1.1 Provide comprehensive services related to test design, item development and review, operational item banking, and test production. This includes importing existing items into the MSAA assessment system and exporting newly developed items.
- 7.1.2 Provide comprehensive services related to test design, item development and review, item banking, and test production for the MSAA assessments. The Contractor may propose customized products and services based on existing products developed and published by the Contractor or created through other initiatives. Throughout the contract, MSAA may request test designs that better address the needs of students with the most significant cognitive disabilities. The contractor selected under this RFP will be responsible for all services related to test design, item development and review, operational item banking, and test production, including importing existing items and exporting newly developed items to the MSAA assessment system.
- 7.1.3 Provide complete item banking services, including all content and statistical information on all items in a format that is accessible and useful for MSAA.
- 7.1.4 Involve MSAA Partners in all facets of test development and submit all final decisions and finished products for MSAA approval.
- 7.1.5 In all phases of test development, the Contractor shall use accepted principles of validity, reliability, and sound testing practices, including Universal Design, to ensure that assessments are clear, accessible, and comprehensible for all students. The Contractor's test development plan shall include a description of their understanding and application of Universal Design principles (UDL) including available tools and features that enable accessibility for a wide range of learner preferences and needs.
- 7.1.6 Maintain MSAA assessment specifications documents as needed or required and deliver updated documents each year.
- 7.1.7 Ensure that all items which currently exist in the MSAA assessment system, as well as new items, are developed or imported into the system so that they render and function as intended. All items



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must comply with industry standards for interoperability, including Accessible Portable Item Protocol® (APIP) core compliance and Question and Test Interoperability® (QTI) conformance.

- 7.1.8 Complete the necessary development in the assessment system to facilitate stage adaptive testing. There will be multiple forms of each stage administered within each administration year. The stage adaptive testing includes mathematics, and ELA, with the writing level incorporated with the appropriate stage adaptive ELA level.
- 7.1.9 Provide a secure working environment ensuring that only authorized individuals have access to the test development process and test items at all times, including during the transmission of any test items and during stakeholder committee reviews.
- 7.1.10 Follow stringent test security procedures during all stages of test development.
- 7.1.11 Additional/Optional Services – A State Specific Option: provide a plan for translation of test into at least one other language as a State Option.
- 7.1.12 Additional/Optional Services – A State Specific Option: the Contractor shall deliver comprehensive services in support of the Interim Assessment Program for students with the most significant cognitive disabilities. These services may include designing, developing, or adapting customized products and deliverables derived from the Contractor's existing solutions or from other relevant initiatives. MSAA may request modifications to assessment designs to better meet the unique learning needs of this population. All services described in this section are the sole responsibility of the Contractor selected under this RFP.

7.2 Alternate Interim Test Design and Development

The Contractor shall:

- 7.2.1 Design interim assessments that are responsive to the cognitive, academic, and accessibility needs of students with the most significant cognitive disabilities.
- 7.2.2 Develop, review, and align assessment items to academic standards and MSAA's instructional goals.
- 7.2.3 Create accommodated test forms as necessary to ensure access for all students.
- 7.2.4 Build and maintain operational item banks that support item reuse, versioning, and security.
- 7.2.5 Import existing items into the MSAA assessment system, ensuring compatibility and metadata alignment.
- 7.2.6 Export newly developed items from the Contractor's systems into MSAA's platform, following agreed technical specifications.

7.3 Assessment Administration

The Contractor shall:

- 7.3.1 Administer or facilitate administration of the interim assessment program, including test scheduling, logistics coordination, and execution in collaboration with MSAA and local sites.
- 7.3.2 Develop user-friendly, comprehensive administration manuals tailored to the assessment process and audience.



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7.3.3 Deliver and facilitate training sessions (in-person or virtual) for educators and administrators involved in test delivery.

7.3.4 Manage the development and distribution of accommodated test forms to ensure equitable participation for eligible students.

7.4 Technology and Platform Support

The Contractor shall:

7.4.1 Support and configure the online testing platform to enable smooth administration of the interim assessments.

7.4.2 Manage student and staff rostering processes in coordination with MSAA.

7.4.3 Set up and monitor test administration environments, including ensuring test availability and accessibility.

7.4.4 Provide technical troubleshooting and user support for test administrators and school staff.

7.4.5 Maintain and oversee reporting functionalities and user access controls within the platform.

7.5 Scoring, Reporting, and Psychometric Services

The Contractor shall:

7.5.1 Score assessments using appropriate, validated methodologies tailored for this population.

7.5.2 Generate individual student reports and aggregated data reports for schools, districts, and states.

7.5.3 Analyze assessment outcomes and report findings to MSAA in a format that supports decision-making and instructional planning.

7.5.4 Provide comprehensive psychometric services, including conducting studies and ensuring:

- Validity of the content and design of the assessment and the interpretation and use of the results,
- Reliability of results over time and across administrations, and
- Fairness and lack of bias in items and scoring.

7.6 Meetings and Collaboration

The Contractor shall:

7.6.1 Participate in and facilitate meetings related to the Interim Assessment Program, including regular virtual meetings and in-person sessions as required.

7.6.2 Engage in ongoing collaboration with MSAA staff, partners, and stakeholders to ensure alignment of work products, timelines, and expectations throughout the life of the contract.

7.7 Standards for the Handling of PII

The Contractor shall:

7.7.1 Storage Administration and Access Control

7.7.1.1 All storage systems must implement strict access controls, including role-based access, multi-factor authentication (MFA), and audit logging to ensure only authorized personnel can access storage media containing PII.



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7.7.1.2 Storage media must be monitored continuously for unauthorized access attempts and anomalies.

7.7.2 Inventory and Lifecycle Management

7.7.2.1 All physical and virtual storage media containing PII must be inventoried at least annually, or more frequently as required by regulatory, contractual, or client-specific obligations.

7.7.2.2 Media lifecycle management must include secure disposal procedures compliant with NIST SP 800-88r1 guidelines.

7.7.3 Backup and Transfer Protocols

7.7.3.1 Physical backups and transfers of PII shall be prohibited unless explicitly required by law or contractual obligation. In such cases, physical media must be encrypted and transported securely.

7.7.3.2 All backups must be encrypted and transferred electronically using secure protocols (e.g., SFTP, HTTPS, or VPN) with end-to-end encryption.

7.7.4 Encryption Standards

7.7.4.1 All PII must be encrypted at rest and in transit using strong, industry-standard encryption algorithms.

7.7.4.2 At rest: Use AES-256 or stronger encryption.

7.7.4.3 In transit: Use TLS 1.3 or higher for public networks, and TLS 1.2 or higher for internal networks, with forward secrecy enabled.

7.7.5 Security Testing and Validation

7.7.5.1 Conduct annual penetration testing and vulnerability assessments focused on storage and transmission of PII.

7.7.5.2 Remediate identified vulnerabilities promptly and document corrective actions

7.7.6 Third-Party Compliance

7.7.6.1 All third-party vendors and contractors handling PII must comply with NIST SP 800-53r5 and other applicable standards (e.g., ISO/IEC 27001, SOC 2 Type II).

7.7.6.2 Contracts must include data protection clauses, breach notification requirements, and audit rights.

7.7.7 AI and Automation Restrictions

7.7.7.1 Generative AI tools, including large language models, shall not be used to process, store, or analyze any content containing PII.

7.7.7.2 Meeting bots, transcription services, and other automated tools must be disabled or excluded from meetings or communications involving protected data unless explicitly approved and compliant with data protection policies.



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7.8 Test Specifications and Test Blueprints

The Contractor shall:

7.8.1 Follow all guidelines for item writing as determined by the Participating Partners and as specified by MSAA Style Guides and Test Blueprint:

- MSAA Editorial, Graphics, Alternative, and Item Style Guides
- MSAA Test Blueprint

7.8.2 Use the MSAA model of item development/test design. Participating Partners will continue to refine the priorities over time, as evidence requires or as the assessment needs to shift.

7.9 Item Development Plan

The Contractor shall:

7.9.1 Develop and maintain a comprehensive item development plan and timeline aligned with the approved Test Blueprints. The plan shall address the full range of required content, rigor, text complexity, and item types. The Contractor shall prepare and submit for MSAA Partners' approval a summary of the current MSAA item bank inventory, including item usage and relevant item statistics.

7.9.2 Develop items in accordance with the 2026 MSAA Test Blueprint, including the established distribution of items by item type within each content area. Except for the ongoing development of the Writing portion of the assessment, no changes to item type distributions are anticipated during the term of the contract. Any proposed changes shall require prior written agreement by all MSAA Partners and execution of a formal contract modification prior to implementation.

7.9.3 Support the annual release of a limited number of items per grade and content area for reporting and MSAA support materials. The Contractor shall implement a plan to release no less than ten percent (10%) of operational items in each assessment stage annually.

7.9.4 Conduct internal quality assurance reviews to ensure item clarity, content accuracy, adherence to the MSAA Style Guide, item specifications, psychometric requirements, difficulty and readability standards, APIP tagging, and bias and sensitivity criteria. The Contractor shall not submit for review any items containing errors in content, spelling, grammar, or formatting.

7.9.5 Conduct text and content reviews to ensure all items and reading passages comply with the MSAA Item Development and Style Guidelines.

7.9.6 Conduct bias and sensitivity reviews to ensure all items are fair, accessible, culturally appropriate, free from bias, and suitable for large-scale alternate assessments across all MSAA Partner states.

7.9.7 Ensure all items developed for MSAA comply with Accessible Portable Item Protocol (APIP) standards.

7.9.8 Support state quality review and approval processes to ensure all items meet established criteria, best practices for item development, and technical quality standards. Following field testing, the Contractor shall support the review of all applicable item statistics as part of the approval process.

7.9.9 Identify and document the annual item and stimulus/passages counts to be developed by item type and standard to ensure the maintenance of a robust and sustainable MSAA item bank.



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- 7.9.10 Use only high-quality images that are royalty-free, in the public domain, or developed by the Contractor for all assessment items.
- 7.9.11 Refrain from using any images in assessment items, presentations, or sample or practice materials that require third-party licenses or permissions.
- 7.9.12 Ensure all artwork used is culturally sensitive and free from bias.
- 7.9.13 Ensure all artwork meets MSAA Partners' established standards for resolution and quality.
- 7.9.14 Support the organization and facilitation of review committees, including ensuring Americans with Disabilities Act (ADA) compliance for committee members and convening meetings as required to support item development and review activities.
- 7.9.15 Include, as appropriate, relevant stakeholders, including qualified educators from MSAA Partner states, in the item review process.
- 7.9.16 Coordinate with MSAA Partner states, which shall identify pools of state-level stakeholders possessing the appropriate qualifications for each level of the review process.
- 7.9.17 Assign qualified personnel, including a development project manager, appropriate grade-level and subject-area developers, and support staff, to participate in item content review meetings. The Contractor shall be responsible for meeting facilitation; secure organization, distribution, and tracking of materials; note-taking; data entry; and other administrative tasks necessary to support review activities. Secure distribution and collection of materials shall be implemented as required.

7.10 **Field-Test Design**

The Contractor shall:

- 7.10.1 Provide a plan for embedded field testing for Spring 2027 to ensure test items and test forms are fully compliant with design requirements and expectations pursuant to section 5.0 and include mechanisms to include the MSAA Partners and stakeholders, including educators, in the development and review of new items to be field tested.
- 7.10.2 Item data from the field test must include the appropriate item response theory (IRT) item and task parameters, distractor and bias sensitivity analysis, and fit and differential item functioning (DIF) statistics based on the selected IRT model.
- 7.10.3 Provide a plan for cognitive laboratory studies or interactions studies with new items or tasks.
- 7.10.4 Involve the MSAA Partners in the development and review of new items to be developed and field tested throughout the term of this contract for the operational ELA or Math.
- 7.10.5 Delineate a complete plan for the appropriate content and data review of newly developed items prior to and following field testing.

7.11 **Test Form Construction**

The Contractor shall:

- 7.11.1 Develop and submit a comprehensive test form construction plan for MSAA Partners' review and approval. The plan shall address the construction and assembly of all operational and field test forms and ensure that all forms are fully compliant with MSAA test form requirements and free from errors. The test form construction plan shall address, at a minimum, the following:



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- 7.11.1.1 Alignment to the MSAA Style Guide
 - 7.11.1.2 Alignment to the MSAA Test Specifications
 - 7.11.1.3 Alignment with approved MSAA Test Blueprints
 - 7.11.1.4 Alignment with MSAA item specifications and task templates.
 - 7.11.1.5 Verification that the proportion of anchor items, new operational items, and field-test items is appropriate for the stage-adaptive test design.
 - 7.11.1.6 Placement of items within test forms to support consistency and comparability of score interpretation across administrations and years.
 - 7.11.1.7 Confirmation that item statistics for selected items support minimal measurement error at critical points along the score scale.
 - 7.11.1.8 Confirmation that item selection is based on alignment with target test characteristics, including item difficulty, test information functions, and standard error curves.
 - 7.11.1.9 Review of test forms to identify and resolve issues related to key runs, clanging, and cluing.
- 7.11.2 Prepare and provide a test map and associated item statistics, including detailed information on all items included in each test form.
- 7.11.3 Retain all test construction documentation, including test maps and supporting records, for the duration of the contract and make such records available to MSAA Partners upon request.

7.12 Release of Operational Items

The Contractor shall:

- 7.12.1 Provide an item release plan that includes at minimum:

- 7.12.1.1 The number of items to be released annually, equivalent to at least 10% of operational items in each Stage
- 7.12.1.2 The type of items released, to represent a full range of available item types
- 7.12.1.3 Provide a timeline for the release of items
- 7.12.1.4 The format in which items will be made available to the public
- 7.12.1.5 Alignment to the MSAA Style Guide

7.13 Test Administration

The Contractor shall:

- 7.13.1 Create and provide tests that can be administered, as described and designed, without error or impediments.



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- 7.13.2 Involve ADE and MSAA Participating Partners in all facets of test administration. MSAA Participating Partners shall approve all final decisions and finished products.
- 7.13.3 Establish and describe a system for the ordering and dissemination of all CBT materials as well as the ordering, packaging, and distribution of all paper-based materials (including student reports and special form).
- 7.13.3.1 Provide an online ordering process for test materials throughout all administrations. To assist with this online ordering process, each Participating Partner shall provide to the Contractor a list of the projected enrollment by grade or cohort for each test administration.
- 7.13.3.2 Develop a plan for the secure and efficient distribution of all test materials and retrieval of secure materials related to all administration of the MSAA. The plan will include a description of how materials will be tracked throughout the test administration process.
- 7.13.4 The packaging plan for the distribution of the PBT materials, student reports, and special forms must use the following guidelines:
- 7.13.4.1 Test materials are boxed separately for each school within a district but are delivered to the district and/or school test coordinator at a single address based on the specific requirements for each Participating Partner.
- 7.13.4.2 The Contractor shall establish procedures for confirming and correcting, as necessary, shipping addresses prior to every test administration. The Participating Partners shall provide preliminary shipping addresses for all districts.
- 7.13.4.3 The on-site window for test materials is 2-3 weeks prior to the opening of each test window. The MSAA Participating Partners shall work with the Contractor to establish in-site window(s) for each test administration.
- 7.13.4.4 Provide to the MSAA Participating Partners with detailed confirmation that each district's order was received by the district at the correct address during the appropriate on-site window.
- 7.13.4.5 Address in the plan the following items:
- Size and weight of shipping boxes
 - Specifications for shrink-wrap materials
 - Labeling of shipping boxes
 - Barcoding of materials
 - Use of any additional materials such as a map listing the identity and locations of boxes on each pallet
 - Proof of delivery
 - Materials overage
- 7.13.5 Develop a plan for a Late Ordering Process using the following guidelines:



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- 7.13.5.1 Procedures shall allow test coordinators to order additional test materials after receiving their initial order.
- 7.13.5.2 Each MSAA Participating Partner will have approval authority of all late orders for their respective state/entity prior to material distribution.
- 7.13.5.3 Appropriate timelines for the late test materials ordering process, developed with the MSAA Participating Partner.
- 7.13.5.4 The Contractor shall package all test materials ordered during the late ordering process and sort these materials by district, and the materials shall be on-site no later than one school day prior to the first day of the testing window.
- 7.13.6 Develop a plan for secure storage and secure destruction of materials, including electronic data files containing student information or secure test information that shall use the following guidelines:
 - 7.13.6.1 Unused items: After testing, the contractor shall inventory and store any paper based unused test and answer books, manuals, and other materials for a period of at least six (6) months. During this time, the contractor shall be required to ship quantities of these materials, as necessary, to the applicable state/entity.
 - 7.13.6.2 The plan for the secure, collection, storage, and use of all student data must be approved by the applicable state/entity. The contractor shall not use student information for any purpose other than those related to the implementation of the assessment program and approved by the Participating Partner.
 - 7.13.6.3 The Contractor shall store used paper-based documents containing student responses and all electronic student CBT response files, at contractor expense, for a period of at least one year.
 - 7.13.6.4 At the end of a specified period, the contractor shall ship or destroy the materials according to instructions from the applicable state/entity.
 - 7.13.6.5 The Contractor shall submit a letter to the applicable state/entity requesting permission to destroy specific materials.
 - 7.13.6.6 Test security requirements shall be maintained throughout the destruction process.
 - 7.13.6.7 It may be necessary to retain a small number of used documents for a longer time period due to a Participating Partner's security investigations.
 - 7.13.6.8 At the end of the contract, the contractor shall be expected to ship these materials to the new contractor at the direction of the MSAA Participating Partners.
- 7.13.7 Create a plan for secure destruction of excess test materials that shall use the following guidelines:
 - 7.13.7.1 The plan for secure destruction of excess test materials shall require the MSAA



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Participating Partner's approval.

- 7.13.7.2 The Contractor shall store some digital record of the CBT assessments as they appeared to the students for that administration.
- 7.13.7.3 Six (6) months after the contract ends, the subcontractors and print Contractors shall be required to destroy all electronic files and used print copies according to the test security requirements approved by the MSAA Participating Partners.
- 7.13.7.4 Destruction of secure documents and CBT student response files shall be requested in writing and authorized by the State/Entity.
- 7.13.7.5 The Contractor and all subcontractors shall submit certificates of destruction that describe in writing the specific items/files destroyed.

7.14 Test Administration Security Requirements

The Contractor shall:

- 7.14.1 Provide a secure test platform that ensures that students and test administrators access only the appropriate materials, and that the transmission of testing data is secure at all times.
- 7.14.2 Restrict access to test administration platform based on a user role system defined by the MSAA.
- 7.14.3 Provide a test administration platform that shall be a secure, encrypted, password-protected system. All log-ins to the system shall be captured and securely stored. The ability to make changes to data or processes, including student information in any part of the system, shall be based on user roles and shall be logged.
- 7.14.4 Provide a testing platform that assures proper identification of each student and the accurate matching of the student to his/her assigned test. The platform must ensure that a student can take each assigned test only once unless authorized by the MSAA. If an error is found (for example, a student takes a test using the wrong login information), the platform shall have the ability to link the test to the correct student profile.
- 7.14.5 Meet all state and federal requirements for student data privacy.
- 7.14.6 Provide a system that meets federal and state requirements for student data privacy.
- 7.14.7 Provide documentation assuring student privacy protection, reflecting compliance with all applicable federal and state laws and requirements, such as, but not limited to:
 - Children's Online Privacy Protection Act (COPPA)
 - Family Education Rights and Privacy Act (FERPA)
 - Federal Information Security Management Act (FISMA)
- 7.14.8 Provide documentation that details how data will be managed securely, including, for example, encrypting all personally identifiable information during test administration, while in storage, and when transferred between the Contractor and MSAA.



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7.15 Ensuring Test Security

The Contractor shall:

7.15.1 Provide a test administration security plan aligned with current industry standards and practices that includes at a minimum the following:

7.15.1.1 Training for all test administration personnel

7.15.1.2 Secure management of assessments, so that no individual gains access to unauthorized information

7.15.1.3 Auditable test administration information regarding test administrators' and students' access to the online system to assist in the detection of testing irregularities

7.15.1.4 Methods used to detect testing irregularities before, during, and after testing, and steps to address them

7.15.1.5 An external validation of the security of the testing platform

7.15.2 At the request of an MSAA Participating Partner, manage the distribution and collection of all required confidentiality forms and keep records to ensure that all state/entity specific reviewers have signed the required confidentiality forms. The Contractor shall be required to maintain original forms of all committee member test security and non-disclosure agreements. Copies of these will be made available to applicable MSAA Participating Partner upon request.

7.15.3 Retrieval of Student Responses

7.15.4 The process for the maintenance and retrieval of PBT answer sheets and test books shall include at a minimum:

7.15.4.1 A plan to maintain information related to warehouse location for each location (District or school) used materials that allows for retrieval as may be required for investigations or audits by the applicable MSAA Participating Partners.

7.15.4.2 Procedures for the retrieval of answer documents that require the Contractor to conduct a manual verification of machine scoring.

7.15.4.3 Processes to re-score and re-report documents if errors are found.

7.15.4.4 The Contractor shall be responsible for costs associated with retrieval, review, and possible delivery of these materials to the MSAA Participating Partner.

7.15.5 The process for the maintenance and retrieval of CBT student responses shall include at a minimum:

7.15.5.1 A plan to maintain information that facilitates the efficient retrieval of each school's used materials to allow for retrieval as may be required for a MSAA Participating Partner's investigations or audits.

7.15.5.2 Procedures for the retrieval of student responses which require the contractor to conduct a manual verification of machine scoring.

7.15.5.3 Processes to re-score and re-report documents if errors are found.



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- 7.15.5.4 For costs associated with retrieval, review, and possible delivery of these materials to the MSAA Participating Partner.

7.16 Online Management System

The Contractor shall:

- 7.16.1 Provide an online management system that shall be the primary resource for all student data management, as well as, test administration and reporting tasks.
- 7.16.2 Ensure that the online management system is operational continuously for pre-administration work, training, and throughout the entire test window, providing students and test administrators full access to the system and to the test without impediment.
- 7.16.3 Provide an online management system that, at a minimum, shall:
- 7.16.3.1 Include a secure site that requires usernames and passwords for Local Education Agency (LEA) -level or school-level users.
 - 7.16.3.2 Allow customizable accounts based on user roles (state/entity-level, LEA-level, school-level, etc.).
 - 7.16.3.3 Depending on the user role, allow views of and modifications/alterations within their own organizations in the system (for example, a state/entity-level user may select and view any LEA or school in their state/entity).
 - 7.16.3.4 Include an online ordering process for additional testing materials, accommodated test versions, and ancillary materials.
 - 7.16.3.5 Support pre-identification and enrollment data transfer using secure file transfer or API.
 - 7.16.3.6 Include the creation of new or updated user accounts, individually or via file upload, based on user role.
 - 7.16.3.7 Provide user access to various non-secure and secure links.
 - 7.16.3.8 Accommodate test delivery
 - 7.16.3.9 Accurately track student access and participation and allow state/entity-level users to track this information in real time.
- 7.16.4 Using a State Education Agency (SEA)-provided file or API populate the system with all active LEAs and schools and current LEA test coordinators. The Contractor shall populate the password-protected online system with this information to create initial LEA-level user accounts.
- 7.16.5 Contractor's online systems shall be submitted to MSAA annually for review of content, layout, aesthetic quality, and functionality prior to release to the field.
- 7.16.6 Make any requested changes to such systems. The online systems shall not be used for Contractor advertisements or other promotional purposes. The "branding" of these systems shall be primarily for Arizona's assessment system but may include Contractor logos and other information as approved by the MSAA.

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7.16.7 Create a report that includes a checklist of all operable aspects of the system and shall list any malfunctions or unavailability of the system. This report does not take the place of the required incident report and root cause analysis for any malfunctions or unscheduled unavailability. The production frequency of this report, for MSAA review, shall be established after the award of the contract.

7.17 Testing Platform Overview

The Contractor shall:

7.17.1 Utilize the current MSAA assessment platform or provide a testing platform capable of being customized to meet the needs of MSAA students, school and LEA personnel, and MSAA. The Contractor shall ensure that the testing platform can accurately assess student performance and is accessible to all students.

7.17.2 Utilize the current MSAA assessment platform or provide a testing platform that adheres to UDL and is intuitive and easy to use for all participants. This includes item layouts, navigation tools, and administrative controls such as managing student demographic and participation information, as well as test setup activities.

7.17.3 Propose a solution to MSAA if MSAA determines that the testing platform is not performing adequately and is significantly affecting the student testing experience or is unable to meet the requirements listed in this Contract. The solution could include providing paper-based tests, at no additional cost to MSAA, which allow for students to participate in the assessments.

7.17.4 Additional /Optional Services – A State Specific Option:
Propose a plan and timeline for MSAA to develop and/or utilize a current Science Alternate Assessment within the MSAA platform or a proposed platform.


7.18 Information Technology Requirements

The Contractor shall comply with all applicable State of Arizona Information Security Policies, Standards, and Procedures and AZDOHS/NIST SP 800-53 Rev. 5 controls, as incorporated by the Addenda to this Solicitation. Security assessment timing and routing are governed by the Addendum to the Special & Standard Instructions (Data Security) and the Addendum to the Special Terms & Conditions (IT Warranties & Security Policies):

- a) Offeror shall complete and upload the AZDOHS Information Security Program Disclosure Attestation
- b) In the State's sole discretion, current FedRAMP, GovRAMP or AZRAMP authorizations may be accepted as evidence of meeting State risk assessment requirements, without limiting the State's right to require AZRAMP documentation or artifacts.
- c) Upon ADE request, Contractor shall provide copies of security assessment artifacts to the ADE CIO/ISO for awareness and coordination.
- d) Any proposed use of AI in the solution shall comply with applicable State policies and the IT Security Addendum.

Applicable policies include but are not limited to:

[Information Technology Policies, Standards and Procedures | STRATEGIC ENTERPRISE TECHNOLOGY Information Security Policies, Standards, and Procedures | Arizona Department of Homeland Security](#)

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Generative AI Policy - [P2000 - Generative AI Policy](https://aset.az.gov/sites/default/files/2025-05/P2000%20-%20Generative%20AI%20Policy.pdf)
[HYPERLINK "https://aset.az.gov/sites/default/files/2025-05/P2000%20-%20Generative%20AI%20Policy.pdf" P2000 - Generative AI Policy](https://aset.az.gov/sites/default/files/2025-05/P2000%20-%20Generative%20AI%20Policy.pdf)

Any proposed use of Gen AI solutions must be outlined and delivered within the response. ADE is required to ensure the use of AI meets the level of quality acceptable as well as all necessary security and privacy requirements, including the Acceptable Use.

All technology and security questions and the complete security controls work sheet should be directed to:

Elizabeth Neeley
Chief Information Officer
beth.neeley@azed.gov

And

Sandeep Desai
Information Security Officer
sandeep.desai@azed.gov

Arizona NIST Baseline Security Controls can be downloaded from the Arizona Department of Homeland Security page. [ADOHS](#)

7.18.1 Use standards for data interchanges between the provided system and MSAA States shall include support for the following interface specifications:

- 7.18.1.1 The Contractor's solution system shall support both the import and export of assessment item/test banks, and the collection of results, conforming to the IMS Global Learning Consortium QTI® (Question and Test interoperability®) v3.0 and APIP® (Accessible Portable Item Protocol®) v1 published specifications.
- 7.18.1.2 Follow the IMS QTI, IMS APIP, Ed-Fi, and CEDS data standards for Student and Assessment. This rich set of standards has been specified by the Arizona Data Governance Committee and allows providers to integrate educational data across multiple systems with lower effort, and higher data quality, and in a consistent fashion across the states served by the Education Software community.
- 7.18.1.3 Provide a system that supports Ed-Fi RpeFC8 - Assessment Outcomes Management API. This specification describes an API for data exchange of assessment metadata and assessment results.
- 7.18.1.4 Use the Ed-Fi ODS / API for any data exchange between MSAA STATES and the Contractor. ADE has currently implemented the Ed-Fi ODS / API v7.3.

7.19 **Hardware and Software Requirements**

The Contractor's testing platform shall:

- 7.19.1 Support both wired and wireless connections to the system and all eligible devices described below. The Contractor shall provide continued support for future updates and other assistive technologies that may be needed for students requiring accommodations.



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- 7.19.2 Demonstrate the capacity to develop and improve capabilities and features for the applicable operating systems and browsers.
- 7.19.3 Support multiple web browsers which shall at a minimum include Apple Safari, Google Chrome, Mozilla Firefox, and Microsoft Edge, with a description of the lowest and high browser versions supported.
- 7.19.4 The testing platform may include a system check that verifies computer software and connectivity readiness for testing which can be run from individual machines.
- 7.19.5 Notify MSAA Partners of any plans to phase-out an operating system or a supported version of a browser in a timely manner, and MSAA must receive an End of Support notification at least 16 months in advance.
- 7.19.6 Set expectations for supporting new devices and operating systems. The contractor shall include a plan for regularly reevaluating the necessary device, operating system, and browser specifications based on the MSAA Partners requests and needs.
- 7.19.7 Meet the Eligible Device Specifications. The Contractor's testing platform shall perform, at a minimum, on devices that meet the specifications described below:

Device Specifications for Desktop, Laptop, Notebook, and Thin Client/VDI Computers	
Operating System	Specifications
Windows	Windows 11 or newer
Mac OS	Mac OS X 13 or newer
Linux	Ubuntu 18.04+, Fedora 39 or newer
Chrome OS	Chrome OS 121+ or newer
Connectivity	Computers must be able to connect to the Internet via wired or wireless networks
Screen Size	10 inch screen size or larger
Screen Resolution	1024 x 768 resolution or higher

Device Specifications for Tablets	
Operating Systems	Specifications
Android	Android OS 12+
Apple iOS	iPadOS 15 or newer
Windows	Windows 11 or newer
Connectivity	Tablets must be able to connect to the Internet via wired or wireless networks
Screen Size	9.7 inch screen or larger
Screen Resolution	1024 x 768 resolution or higher

7.20 Testing Platform Performance Requirements

The Contractor shall:

- 7.20.1 Provide a testing platform that shall meet the following performance requirements in a controlled Internet access.
- 7.20.1.1 Require a bandwidth connection of no more than five (5) kilobits per second (kbps) per simultaneous test taker using a caching solution or fifty (50) kbps per simultaneous test taker without caching.



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7.20.1.2 Deliver less than one second means, screen refresh rate for 90% of all users.

7.20.1.3 Ensure that no users have a refresh rate of greater than five (5) seconds.

7.20.1.4 Support at least 50,000 MSAA testers in addition to any services provided by the contractor to other states and programs.

7.20.2 Provide an Infrastructure Trial.

7.20.2.1 The Contractor shall conduct an infrastructure trial as needed, and at a minimum least once prior to the opening of the Testing Window within the first year of the contract. The trial shall utilize actual districts, district infrastructure, and students and be equivalent in scope and scale to that which is anticipated during the upcoming Testing Window.

7.20.2.2 The trial shall utilize mock items, that replicate the size of the largest test and is run on the actual testing platform (for example, users log in to the testing platform as if they were logging into a live test).

7.20.2.3 Provide an infrastructure trial user guide that will be used for testing to help LEAs and schools identify technical issues and make adjustments prior to operational testing. The guide will be developed in consultation with MSAA partners.

7.20.3 Complete all platform-related tasks and have the final version of the testing platform accessible for MSAA no later than three weeks prior to the opening of the systemwide testing window for each contract year.

7.20.4 Develop and implement an integrated comprehensive dashboard for user interface with the online management system that allows MSAA users (school, district, and LEA) self-service capabilities with all facets of assessment and instructional instrument administration, processing and reporting. The dashboard shall also provide MSAA users the ability to monitor all process components of the assessment program.

7.20.5 The dashboard shall provide real-time numeric and graphical representations of the following:

- Students registered by organization (state, district, school, grade, and test)
- Students active – actively engaged in the assessment or instructional activity on a rolling basis
- Students not-tested – students who have been pulled out of the registered students and identified as not testing (e.g., absent, transferred, withdrawn, etc.)
- Students started today – the number of students who began the activity
- Tests completed (daily and cumulative) – for submitted tests
- Final test status (upon completion of testing) – (this is at the school, district, or LEA level) once testing is completed

7.21 Screen Layout Requirements

The Contractor shall:

7.21.1 Develop screen layouts for the presentation of test items which shall include at a minimum:

- Prominently displayed student identifying information (name, student ID, etc., as specified by MSAA)
- Icons to access the item tools/features noted below



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- Icons presented with consistent location and look and feel across all screen layout options
- Strategies to eliminate or reduce scrolling
- The ability to display items and text using variable font sizes

7.22 Test Platform Tools and Features

The Contractor shall:

7.22.1 Provide a testing platform that shall, at a minimum, provide the Universal Testing Tools/Features – Available to All Students listed below, for all students, which are compliant with the following design principles:

- 7.22.1.1 U.S. Rehabilitation Action Section 508, which requires that all web site content be equally accessible to people with disabilities.
- 7.22.1.2 The Accessible Portable Item Protocol (APIP) Standard and the IMS Access For All Personal Needs & Preferences (AfA PNP) v2.0 Specification.
- 7.22.1.3 Web Accessibility Initiative guidelines including WCAG 2.1 Level AA and WAI-ARIA 1.1. These guidelines provide a wide range of recommendations to support people with disabilities, including blindness and low vision, deafness and hearing loss, learning disabilities, cognitive limitations, limited movement, speech disabilities, photosensitivity, and combinations of these.

7.22.2 Provide a testing platform that shall, at a minimum, include built-in accessibility features such as:

- Alternate Color Theme Tool
- Alternative Text
- Answer Masking Tool
- Audio Player Tool
- Increase Size of Text and Graphics (magnification)
- Increase Volume
- Line Reader Tool
- Magnification Tool

7.23 Accommodations

The Contractor shall:

7.23.1 Provide accommodations that include at a minimum:

- 7.23.1.1 Large Print
 - One form of each document (usually form 1) is produced in large print (minimum of 18 point type on 14" x 17" approved paper). Copies of the regular book (the same form) must accompany the shipment of the large print materials.
 - These publications will be produced so that they will be delivered to districts in the same shipment with the regular format versions of these products.
- 7.23.1.2 Use of assistive technology
- 7.23.1.3 Paper versions of items
- 7.23.1.4 Scribe/transcribe



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- 7.23.1.5 American Sign Language translation performed by the MSAA Test Administrator
- 7.23.1.6 Special sets of directions and test items that include guidance on tactile graphics and object replacement options for students who meet the criteria of being deaf and/or blind
- 7.23.2 Obtain the approval of MSAA Participating States for any subcontractor if the contractor uses a subcontractor to publish the braille and large-print materials.
- 7.23.3 Refer to the *MSAA Assessment System User Guide for Test Administrators* for additional information on MSAA accessibility features.
- 7.23.4 Additional/Optional Services – A State Specific Option:
Hard copy braille test fixed forms
- 7.23.4.1 This requirement would be requested for students in Grade 3 and Grade 4 for the reading foundational items or for student that meet the MSAA criteria for Deaf, Blind or Deaf/Blind.
- 7.23.4.2 One form of each document must be produced in braille. Copies of the braille regular book (the same form) must accompany the shipment of the braille materials. Braille notes also accompany the braille versions. The braille form must be accompanied by (but not limited to) braille test administrator script, braille notes/special instructions, braille test booklet, standard test booklet, standard answer document (except grade 3 which will have a consumable test booklet), braille mathematics reference sheet (grades 5-high school, mathematics only), braille ruler (mathematics only), braille protractor (mathematics only), additional braille paper, duplicate pages (when appropriate).
- 7.23.4.3 The braille code must be provided according to the specifications of each MSAA partners, such as (but not limited to) English Braille American Edition (EBAE) and Unified English Braille (UEB). Students participating via a braille from could require contracted or non-contracted braille. The contractor must provide whichever braille version is required by the student.
- 7.23.4.4 For all special formats, the Contractor is responsible for having the materials proofed by an independent party that includes a certified braille reader. MSAA Participating States may also employ the services of a braille proofreader.
- 7.23.4.5 These publications will be produced so that they will be delivered to districts in the same shipment with the regular format versions of these products.
- 7.23.5 Additional/Optional Services – A State Specific Option:
Paper-based Tests
- 7.23.5.1 States may request for tests to be printed and shipped to the district level.



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7.24 Item Review Process

The Contractor shall:

7.24.1 Conduct the following reviews for all items developed by the contractor (refer to section 10.0 ITEM DEVELOPMENT PLAN for more details) for a series of critical factors to ensure the quality of MSAA items:

7.24.1.1 **Item review** - to ensure that all items and reading passages meet the requirements detailed in the MSAA Item Development and Style Guidelines. This review will be conducted in-person.

7.24.1.2 **Test form review** - to ensure that the test forms are constructed correctly and meet the necessary standards for content and format.

7.24.1.3 **Bias and sensitivity review** – to ensure that items are free from bias, fair, accessible, address topics suitable for use on large-scale alternate assessments, and are appropriate for use across all MSAA Participating States. This review will be conducted in-person.

7.24.1.4 **State quality review and approval** – to ensure that all items meet established criteria and best practices for item development as well as established criteria for technical quality. Following field testing, the approval process also includes a review of all relevant item statistics.

7.24.1.5 **Field-test item review** – to analyze field test data to ensure items function as intended and meet the necessary standards.

7.24.2 Be responsible for supporting the organization of committees and convening meetings, as needed, to support the series of reviews described above.

7.24.3 Include relevant stakeholders, including local educators, in the review process as appropriate.

7.24.3.1 Grade-level and content area expertise needed by contractor staff, state, and stakeholders

7.24.3.2 Effective balance of in-person and virtual meetings

7.24.3.3 Training required for effective participation in item review

7.24.3.4 Item security throughout the review process

7.24.3.5 A process for securing final approval across participating states

7.24.4 The Contractor's plan shall include a description of the number of meetings and number and type of people involved in each meeting throughout the review process.

7.24.5 The Contractor's development project manager, appropriate grade and subject area developer(s), and support staff as needed, shall participate in the assessment item content review meetings to manage the meetings and to be responsible for the organizing, distributing, secure material tracking, note keeping, data entry functions, and other tasks required for meetings. Arrangements shall be made for the secure distribution and collection of materials, as appropriate.



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7.24.6 The Contractor shall prepare assessment items and all other materials required to conduct the item content review meetings.

7.24.7 The Contractor's plan shall include a process for conducting the item content review meetings that is cost effective and efficient, accounting for the participation of representatives from each MSAA participating states/entities.

7.25 **Ancillary Materials**

The Contractor shall:

7.25.1 Plan for the development, MSAA Participating State review and approval, and production of a print and a web-ready version of all annual ancillary test materials. Field-facing documents must be 508 compliant. Ancillary materials shall include, at a minimum, the items described in this section:

7.25.1.1 **Test Administration Manual (TAM)**

- The purpose of the TAM is to guide Test Administrators (TA) to prepare for and administer the test and to guide Test Coordinators (TC) for preparation of the test administration in their school or district.

7.25.1.2 **Directions for Test Administration (DTA)**

- Each test form has a specific DTA that provides directions and a script to administer each item of the test. Test Administrators must follow these directions and scripts exactly. DTAs include a list and descriptions of the allowable manipulatives and reference materials for specific items and scoring rubrics for mathematics constructed response items and the open-response reading foundational items for grade 3 and grade 4 tests.
- A DTA shall be developed for each test form. DTA are secure documents and available for distribution to individual Test Administrators. For all administrations, a web-ready version of these materials shall be available through a secure website.

7.25.1.3 **Training Modules**

- Test Administrators (TA) and Test Coordinators (TC) must complete the MSAA Online Test Administration Training modules. The training modules are customized for the specific responsibilities of these roles. The contractor is responsible for maintaining and updating the current training modules or developing new training modules as needed each year.
- Test Administrators are required to take a final quiz and must achieve a score of 80% to access the DTAs and the tests assigned to students.
- Contractor shall develop modified training modules / refresher courses for returning TAs and TCs (who previously administered MSAA).

7.25.1.4 **Score Interpretation Guide**

- The purpose of the Score Interpretation Guide (SIG) is to help teachers and administrators understand what the scores on the reports mean in terms of student evaluation and growth and in terms of instructional decision making at



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the student, class, school, district, and state level. A web-ready version of these materials is available shall be posted on MSAA Participating State web sites.

7.25.1.5 Platform User Guide

- The Contractor shall produce two guides. One guide for test administrator and one for test coordinators that are customized for the specific access to functionality of each role.

7.25.1.6 Technical Report

- The Contractor shall produce an annual technical report that documents relevant information to provide evidence of the validity and reliability of the assessments for their intended uses. The Technical Report shall be in a form and format (web-ready, [508 compliance](#)) approved by the MSAA Participating States, suitable for posting by the MSAA states on the MSAA website, and shall use the following guidelines:
 - Include detailed technical documentation of the programmatic, statistical, and psychometric procedures used to create and analyze the assessments
 - Contain documentation of the technical merits of the tests including reliability measures, evidence of validity, and evidence that the scores from all tests are valid measures for their intended use.
 - Incorporate feedback provided by the Technical Advisory Committee.
 - Provide support to meet USED and professional technical quality requirements (e.g., Joint Standards).
- The Contractor shall provide the opportunity for the efficient review and editing of the draft report by the MSAA Participating States prior to publication.
- The Contractor shall deliver the draft technical report annually to the MSAA Participating State by the end of each calendar year.
- The proposal shall include a sample of a Technical Report produced by the Offeror for a similar assessment program or, at a minimum, include a proposed Table of Contents. After award, the MSAA Participating States shall work with the Contractor to determine the contents of the report.
- The Contractor shall confirm the business rules for the drafting of the Tech Report and provide mini reports on a rolling basis prior to the draft technical report.

7.25.2 Additional/Optional Services – A State Specific Option:

TAMs are to be produced, printed and shipped upon request. The print copies shall be distributed with the test materials.

7.25.3 Additional/Optional Services – A State Specific Option:

MSAA Participating States may require a printed copy of the DTA as part of the shipment of materials to each district for each student participating in the MSAA.



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7.25.4 Additional/Optional Services – A State Specific Option:

Storage or Scanning of Student Response

After scoring has been completed and data files transmitted to the MSAA Participating States and the production of score reports and labels, the Contractor must store all scanned copies of a student's paper test book, answer document or computer-based responses in a secure location for a period of 5 years 6 months for a total of six (6) years after the distribution of score reports. This period of storage will allow for, among other things, any questions which arise from score reports to be investigated and resolved. Scanned paper test books, answer documents and computer-based student responses must be accessible within 48 hours of the receipt by the Contractor of a request to have the paper test books, answer documents, or computer-based student responses retrieved from storage. Once retrieved, all documents must be shipped via overnight shipping to the MSAA Participating State.

Confidentiality Forms

At the request of a MSAA Participating State, the Contractor shall manage the distribution and collection of all required confidentiality forms and keep records to ensure that all state specific reviewers have signed the required confidentiality forms. The Contractor shall be required to maintain original forms of all committee member test security and non-disclosure agreements. Copies of these will be made available to applicable MSAA Participating State upon request.

7.26 Customer Service and Technical Support

The Contractor shall:

7.26.1 Provide a detailed customer service and technical support plan including, at a minimum:

- 7.26.1.1 Measures used to ensure timely and accurate assistance
- 7.26.1.2 Customer service and technical support via toll-free help desk telephone, email, and chat function, operated Monday through Friday 6:00 AM through 8:00 PM, Mountain Standard Time. Most of Arizona does not participate in Daylight Saving Time
- 7.26.1.3 Service level agreement (SLA) and support processes, which shall include, at a minimum:
 - Availability
 - Reliability
 - Latency
 - Disaster recovery plan
 - Server backup plan
 - Recovery point objective
 - Issue resolution times
 - Maintenance windows
 - Service reporting to MSAA
 - Support hours
 - Support contact information
 - Escalation
 - Change management



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7.27 Test Data

The Contractor shall:

7.27.1 Involve MSAA Participating States in all facets of test data review and verification. MSAA Participating States at its sole discretion shall review and approve all final decisions and finished products.

7.27.1.1 The Contractor agrees that all data is owned exclusively by the state.

7.27.1.2 The Contractor shall maintain student test results in an electronic archive for the life of the contract.

7.27.2 Provide test data security.

7.27.2.1 The Contractor shall provide a comprehensive security plan ensuring that the security of individual test results and student data privacy are maintained.

7.27.2.2 The Contractor shall ensure that access to student test results shall be restricted to authorized MSAA Participating States staff and LEA personnel based on a secure, encrypted, password-protected system.

7.27.2.3 The Contractor shall ensure all logins to the system are logged or tracked.

7.27.2.4 The Contractor shall provide an online testing and reporting system(s) that assures proper identification of each student and the accurate matching of the student to his/her test results. The ability to make changes to data or processes in any part of the system shall be based on a password-protected, hierarchical permissions structure. All changes or corrections to student information and/or test results shall be logged.

7.28 Scaling and Equating

The Contractor shall:

7.28.1 Implement psychometric scaling and equating process of the MSAA Test whenever changes to the operational form is deemed necessary that includes, at a minimum:

7.28.1.1 Calibration of items


7.28.1.2 Construction of meaningful score scales

7.28.1.3 Equating tests across years and forms within years as appropriate

7.28.1.4 Conducting analysis necessary to monitor and correct for scale drift

7.28.1.5 Conducting other special analyses that may be required by MSAA Participating States, MSAA's Technical Advisory Committee (TAC), or the US Department of Education peer review process.

7.28.2 Provide a plan for annual monitoring and validating scaling and equating of the MSAA test by an outside entity. Additionally, information and data files must be provided to the MSAA Participating States to allow the replication and approval of all scaling and equating processes for each new operational test form prior to the production of student scores.

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7.29 Scoring

The Contractor shall:

7.29.1 Efficiently and accurately capture and score of student responses on the main CBT and optional PBT versions of the MSAA. Although the vast majority of items are selected-response items that will machine-scored, some writing items will require hand-scoring.

7.29.1.1 Writing items shall be hand-scored with 100% read-behind using established rubrics, training materials, and quality expectations, and resolution rules.

7.29.1.2 Scoring policies should be consistent with those implemented for the Spring 2026 administration.

7.29.2 Additional/Optional Services – A State Specific Option:

- Parental Challenge /Rescore
- Some MSAA Partners testing regulations provide the opportunity for parents to view their child's test results upon request to the MSAA State/Entity. In these instances, the MSAA State/Entity will notify the contractor which must provide to the MSAA State/Entity a copy of the test book, the student's original answer book and answer document or computer-based student response or a copy of the imaged answer book, answer document or computer-based responses
- Report that shows the answer key and how the student scored on each item, including constructed response items

7.30 Reporting

The Contractor shall:

7.30.1 Develop and implement a reporting materials plan that includes MSAA Participating States review, and approval of the deliverables listed below. This plan shall provide error-free test result reporting, timelines for student data and reporting files, and interpretive guides. MSAA participating partners shall review the reporting plan annually, which must be provided by the beginning of each academic school year.

7.30.2 Produce error-free student reports that are instructionally valuable, easy to understand by all audiences, and delivered in time to provide useful, actionable data to students, parents, and teachers. All file formats for the reports need to be mutually agreed upon by the contractor and the participating partners.

7.30.3 Use a reporting style that will remain consistent throughout the terms of the contract unless changes are requested by MSAA Participating States.

7.30.4 Release student level data by June 20th of each school year for MSAA Participating States.

7.30.5 Provide report templates to MSAA states for approval.

7.30.6 In addition to formatted reports, provide the MSAA Participating States with electronic data files containing the same information in each of the reports.

7.30.7 Provide a state-level student data file that includes scored student responses in addition to reported results. There will be some MSAA Participating States that will not be using the MSAA Reporting Portal and will need the State data file accessible through a Secure File Transfer Portal (SFTP) only. Due to this requirement, access to the Reporting Portal for the entire State will need to be turned off.



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- 7.30.7.1 The Contractor shall provide a district-level student data file that includes reported results and demographic information for all students within the district.
- 7.30.7.2 If there is a request to change the established format for reports, then the Contractor and the MSAA Participating States must first review and agree upon the new format and layout for all data files as part of the reporting process for each administration.
- 7.30.7.3 The Contractor's suite of reports shall include, at minimum, state level student data files, LEA level student data files, district and schools roster reports, and individual student reports in PDF and CSV formats as appropriate.
- 7.30.7.4 The Contractor shall include as part of the project schedule when the test file would be available to the MSAA Participating States.
- 7.30.8 Provide an online reporting portal.
- 7.30.8.1 Access to the reporting portal site shall be restricted based on a user role system defined by MSAA Participating States.
- 7.30.8.2 The reporting portal site shall be a secure, encrypted, password-protected system.
- 7.30.8.3 All log-ins to the system shall be logged.
- 7.30.9 Provide interpretive guides that support stakeholder's understanding of test results.
- 7.30.9.1 Guides for educators and families shall be produced based on best practices.
- 7.30.9.2 These guides will be provided electronically.
- 7.30.10 Additional/Optional Services – A State Specific Option:
- The Contractor shall produce and ship to the districts two hard copy reports of student's results of which one can be delivered to parents by districts or schools. And one to remain on file at the school. The Offeror should budget for a report printed on both sides of a single sheet of paper. The Offeror shall describe and provide a sample of a report on the student results. In the description of the report provides a description of the process of disseminating the report to the appropriate entity.
- 7.30.10.1 Paper copies of the interpretive guides shall be provided with the paper copies of the individual student reports as a state option.
- 7.30.10.2 Some states may require a family guide that shall be available in both English and Spanish. The content of this guide is to be determined by MSAA states.
- 7.30.10.3 Paper copies of the interpretive guides shall be provided with the paper copies of the individual student reports as a state option.
- 7.30.10.4 These guides will be provided electronically.



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7.31 Psychometric Services

The Contractor shall:

A. Psychometric Services – Test Construction

7.31.1 Ensure that all the assessments meet and maintain test construction specifications developed for MSAA.

7.31.2 Provide psychometric services to support the construction of MSAA test forms, including the implementation of a stage-adaptive solution with regard to:

7.31.2.1 Meeting the content and psychometric guidelines for building equivalent forms.

7.31.2.2 Providing that item selection will be based on matching target test characteristics, test information functions, and standard error curves in addition to meeting other content and psychometric requirements, plus further constraints.

7.31.2.3 Developing items and constructing tests that are in accordance with UDL. Braille versions of the assessments should contain the same items as the regular version of the tests. If braille versions do not contain the same items, the contractor shall develop a separate scoring process that ensures equivalency to MSAA regular versions of the tests. The MSAA Participating States will approve the separate scoring process proposed by the contractor.

B. Psychometric Services – Producing Test Scores

7.31.3 Develop a plan for the development of Scaling, Equating, and Test Scoring specifications for MSAA which shall include:

7.31.3.1 A process to ensure accuracy and consistency over time.

7.31.3.2 A process for review by the MSAA Participating States and TAC members and updated by the Contractor for each subsequent administration.

7.31.3.3 A description of the independent verification of scaling, equating, and scoring operations.

7.31.3.3.1 For the entire Scaling, Equating, and test scoring process, the contractor shall provide all of the resources, including software specifications, staff support, and data files to permit parallel, real-time replication of calibration, equating, and the production of test scores.

C. Psychometric Services – Comparability

7.31.4 Develop a plan for the development of Scaling, Equating, and Test Scoring specifications for the MSAA shall include:

7.31.4.1 A process to monitor the comparability of results across states.

7.31.4.2 A process to ensure the comparability of results across years, with particular attention to issues related to changes in the composition of the states participating in the administration of MSAA.



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7.31.4.3 A process to ensure comparability of results across years, with particular attention to issues related to changes in the composition of the sample of students participating in the annual administration of MSAA.

7.31.4.4 The Contractor shall subcontract a third party to conduct an alignment study after the first administration of the test and every time the ELA or Math standards are revised.

D. Psychometric Services - Transition

7.31.5 Develop a plan for the development of Scaling, Equating, and Test scoring specifications for MSAA shall include:

7.31.5.1 Analysis to evaluate the psychometric properties of the Spring 2026 administration and recommend changes, as needed, to ensure the technical quality of the assessment.

7.31.5.2 Mechanisms to demonstrate, as appropriate, the ability to replicate results from the most recent administration of the assessment.

7.31.5.3 Mechanisms to ensure that MSAA results could be replicated during a transition.

7.32 Program Management

The Contractor shall:

A. Staff and Responsibilities

7.32.1 Assign professional staff members who are qualified, experienced, and capable of providing technical assistance to the MSAA Participating States. It is the preference of the MSAA Participating States that the Offeror's have a minimum of 5 years of experience in developing, managing, administering, scoring, and reporting results for assessments.

7.32.2 Additional/Optional Services – A State Specific Option:


Designated Staff Member – Contractor shall designate a staff member of the contractor's team to work only one specific state.

B. Program Management Communication

7.32.3 Conduct weekly program management conference calls at an agreed upon day and time in order to ensure all requirements and timelines are maintained and to address needs for problem solving and time-sensitive adjustments. The Contractor shall provide a toll-free conference line and an online file sharing application for all calls between the Contractor and the MSAA Participating States.

7.32.4 Provide all participants with all necessary meeting communications in a timely manner. At a minimum, communications will include meeting invitations, distribution of meeting agendas, and any follow-up after the conclusion of the meetings. Agendas and meeting materials must be provided at least two (2) days prior to each meeting.

7.32.5 Develop, plan, and facilitate an agenda for each weekly program management conference call. The Contractor shall also document and distribute the outcomes of each weekly program management conference call. The contractor shall also be responsible for the creation of meeting materials, as needed. After each program management conference call, the contractor shall post

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the agenda, meeting notes, action items, and decisions to the MSAA Participating States SharePoint site.

- 7.32.6 Document and bring to the attention of the State Fiscal Agent any request made in communications or meetings that can reasonably be expected to have an effect on the program cost. It is important that any possible changes must be addressed in a timely manner to avoid work starting prior to the change management process is in place.
- 7.32.7 Communicate directly and immediately any and all issues or potential issues with MSAA concerning the online platforms, contract deliverables, project schedules, and any other MSAA-related activities.
- 7.32.8 Have a comprehensive plan in place for notifying the field should the need arise.
- 7.32.9 Obtain MSAA approval and published notification for scheduled maintenance and any unplanned updates.
- 7.32.10 Provide a documentation repository with all of the following:
 - Clear structure and directory naming conventions
 - Sound cleaning and archiving process and schedule
 - Auditing of user access and modifications
 - End of Contract delivery of a logically organized, accessible and searchable contract documentation repository

C. Program Management Meetings

- 7.32.11 Conduct regular management meetings between the Contractor and at least one representative from each MSAA Participating State. The management meetings will take place at the Contractor's headquarters or other worksite or in a location convenient and agreed upon by the Contractor and the MSAA Participating States
 - 7.32.11.1 Discuss and plan for the following topics, and any other relevant topic:
 - General project management
 - Item and test development
 - Administration policies and practices
 - Psychometric analysis
 - 7.32.11.2 There will be up to two (2) project specific management meetings per year.
 - 7.32.11.3 The first comprehensive program management meeting will take place at the contractor's headquarters within thirty (30) days of contract execution.
 - 7.32.11.4 The Contractor shall be responsible for the logistics, facilities, and travel costs of their staff and required subcontractor's staff for all management meetings. The contractor shall be responsible for travel costs and expenses for relevant MSAA Participating State staff (one lead per MSAA Participating State) for all management meetings and oversight activities. The contract shall make provisions for electronic participation of any necessary contractor or MSAA Participating State staff member unable to travel to these meetings.



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- 7.32.11.5 The final schedule, structure, and costs of meetings will be negotiated with contractor dependent upon the development of a plan for a series of in-person and virtual meetings agree upon by the state and the contractor.

7.32.12 Additional/Optional Services – A State Specific Option:

Psychometric Planning Meetings – contractor shall conduct psychometric planning meetings that shall include up to four (4) contractor staff members.

- 7.32.12.1 The meeting length should be for one (1) full day. The meeting locations shall be in the State that is requesting the optional service.
- 7.32.12.2 The Contractor shall communicate with the State via conference calls to discuss testing issues, provide follow up responses to unresolved issues and/or requests as a result of the meetings which do not require face-to-face discussions. We estimate that four (4) conference calls will be necessary annually. Contractor is responsible for arranging for toll-free access numbers for the conference calls.
- 7.32.12.3 The Contractor shall be responsible for the logistics, facilities, and travel costs of their staff and required subcontractor's staff for all management meetings. The contractor shall be responsible for travel costs and expenses for relevant MSAA Participating State staff for all management meetings and oversight activities. The contractor shall make provisions for electronic participation of any necessary contractor or MSAA Participating State staff member unable to travel to these meetings.
- 7.32.12.4 The final schedule, structure, and costs of meetings will be negotiated with Contractor dependent upon the development of a plan for a series of in-person and virtual meetings agreed upon by the state and the contractor.

D. Technical Advisory Committee

- 7.32.13 The MSAA Participating States will convene a Technical Advisory Committee (TAC) that will meet in two-day meetings two times per year. The MSAA Participating States will be responsible for facilitating the meeting and covering all travel costs for state personnel and TAC members, stipends and fees paid to TAC members, and costs associated with hosting the meeting.
- 7.32.14 The Contractor shall be responsible for the attendance of the appropriate contractor personnel at the TAC meeting and shall be responsible for all costs associated with appropriate contractor personnel attending the TAC meetings and preparing relevant documentation to be presented to the TAC.

E. Program Management Reports

- 7.32.15 Prepare reports to facilitate and document program management communications with the MSAA Participating States. At a minimum there will be three reports: (1) a Weekly Program Dashboard, (2) the Monthly Program Dashboard, and (3) an Annual Program Review. The design, format, and content of the reports will be determined in consultation with MSAA Participating States.
- 7.32.15.1 The bi-weekly report shall provide a summary of near-term milestones, open issues, and high priority risks. The audience for this report is for the MSAA Participating States. The report shall include:

- Milestones attained/deliverables completed for each project area



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- Problems encountered, root cause analyses, and corrective action(s) taken
- Performance metrics reports noting changes over time
- Customer satisfaction survey results
- Consolidated decision log
- Embedded links to all specification documents

7.32.16 Provide program management reports to MSAA Participating States, at a minimum include the following:

- Project Schedule
- End of test survey of test administrators and test coordinators
- Customer service desk/help desk logs that include description of issue, call-in rates, wait times, and status of service rendered to the LEAs
- Test administration reports describing the number of tests administered and completed each day by school, district, and statewide.
- Incident reports and root-cause analysis
- Shipment logs
- Forensics reports used to identify suspicious behavior that might indicate cheating

F. Communication and Coordination

7.32.17 Implement mechanisms to ensure effective and efficient communication among all parties, including conveying relevant and up-to-date information to and among program management, item development, and any other committees identified in this scope of work.

G. Communication between the Contractor and Districts

7.32.18 Receive prior approval by the MSAA Participating State before providing any communication from the contractor to school districts.

7.32.19 Receive prior approval by the appropriate state before releasing any memos required to implement various aspects of the assessment. The contractor shall email, mail or fax memoranda or sets of instructions to district coordinators of assessment as instructed by the MSAA Participating States.

7.32.20 Communicate directly with Districts only through a dedicated help desk for issues related to the administration of the assessment or only as instructed for specific purposes (e.g., ordering additional materials, delivery/pickup of PBT materials, etc.).

H. Final Delivery of Materials

7.32.21 Deliver to the MSAA Participating States, upon request, all materials and products in all forms that are developed for and used in conjunction with this program, including test books, answer documents (paper and PDF), final electronic source files of interpretive products, software source code, and ancillary materials, PDFs, and electronic files within 30 days following acceptance by the MSAA Participating States of the final report for the program. Payment of the final program invoice will not be made until all materials and certification of destruction, as appropriate, are received and approved by the MSAA Participating States and final payment resolution is agreed to by all parties.

I. Root-Cause Analysis for Errors

7.32.22 Provide the MSAA Participating States a root-cause analysis within thirty (30) days of an occurrence of an error during the execution of deliverables of this contract, which at a minimum, includes details on the cause of the error, the overall scope and/or impact of the error, and steps for improvement.



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1. Glossary Terms

- 1.1. "ADE" means the Arizona Department of Education
- 1.2. "Department" means the Arizona Department of Education
- 1.3. "LEA" means Local Educational Agency which consists of Arizona public school districts, charter schools, and accommodation schools.
- 1.4. "AI" means the science and engineering of making machines capable of performing tasks that are typically associated with human intelligence, such as learning and problem-solving, and includes without limitation: AI systems, classic AI, external AI, generative AI, and large language model (LLM) AI.
- 1.5. "Arizona Procurement Code" consists of Arizona Revised Statutes (A.R.S.) §§ 41-2501 *et seq.* and Arizona Administrative Code (A.A.C.) R2-7-101 *et seq.* There is additional information in the Solicitation Instructions regarding how to access these state statutes and rules.
- 1.6. "Arizona Department of Homeland Security (AZDOHS) Information Security Program" refers to the policies, procedures, and standards established by AZDOHS to assess and mitigate risks associated with storing, processing, and transmitting State Data. The AZDOHS Information Security Program is based on industry standards and NIST SP 800-53 Revision 5 guidance published by the National Institute of Standards and Technology (NIST).

For more information on AZDOHS Information Security Program, see <https://azdohs.gov/information-security-policies-standards-and-procedures>

For more information on NIST, see <https://www.nist.gov/>
- 1.7. "Arizona Risk and Authorization Management Program (AZRAMP)" is the cybersecurity framework and risk assessment program administered by the Arizona Department of Homeland Security to evaluate Contractors and cloud service products that will transfer, process, or store State Data outside of State-managed or controlled networks.
- 1.8. "APIP" means Accessible Portable Item Profile Standard which provides assessment programs and question item develops a data model for standardizing the interchange file format for digital test items.
- 1.9. "CBT" means Computer Based Test
- 1.10. "CCC" means Core Content Connectors: prioritized academic content designed to frame the instruction and assessment of students with significant cognitive disabilities. Core Content Connectors identify the most salient grade-level academic content in ELA and Mathematics found in both the State Content Standards and the Learning Progression Frameworks. CCCs illustrate the necessary knowledge and skills needed in order to reach the learning targets within the LPF and the State Content Standards, focus on the core content, knowledge and skills needed at each grade to promote success at the next, and identify priorities in each content area to guide instruction for students in this population and for the NCSC-MSAA alternate assessment.
- 1.11. "Cloud Services" means any Software as a Service (SaaS), Infrastructure as a Service (IaaS), or Platform as a Service (Paas) involving the transfer, processing, or storage of state Data outside the control of state-managed and controlled networks.
- 1.12. "Contract Terms and Conditions" refers to the Special Terms and Conditions and the Uniform Terms and Conditions collectively.



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- 1.13. “*Contractor*” refers to the person identified on the Accepted Offer who has entered into the Contract with the State.
- 1.14. “*Data Breach*” is used herein as defined as stated in A.R.S. Title 18, chapter 5, article 4 (Data Security Breaches), or in any relevant state or federal standard, to indicate an unauthorized acquisition of and unauthorized access that materially compromises the security or confidentiality of unencrypted and unredacted computerized personal information maintained as part of a database of personal information regarding multiple individuals.
- 1.15. “*ELA*” means English Language Arts
- 1.16. “*Federal Risk and Authorization Management Program (FedRAMP)*” is a federal government program that provides a standardized approach to security assessment, authorization, and continuous monitoring specifically for Cloud products and services relied upon by federal entities that store, process and transmit federal information.
- 1.17. “*GovRAMP*” is a nonprofit organization and standardized cybersecurity verification framework (formerly known as StateRAMP) that provides independent validation, authorization, and continuous monitoring of cloud service products to ensure compliance with public sector security standards.
- 1.18. “*Item*” An item is a part of a task written to a specific difficulty and access level. There will be four items at different levels for each focal KSA. An item includes the directions to the teacher for setting up the item and allowable adaptations, instructions for the student to complete the item, the prompt, response choices (for selected-response items), scoring rubric (for constructed-response items), visuals or list of acceptable manipulatives, and tags for the item bank.
- 1.19. “*MSAA Participating State*” means a state that has signed the current year Cooperative Agreement for the Development of an Alternate Assessment Based on Alternate Achievement Standards for students with the most significant cognitive disabilities. The Cooperative Agreement sets forth a means by which states can choose to continue the work of the Multi-State Alternate Assessment (MSAA) a cooperative consortium created by state and organization partners. MSAA utilizes a comprehensive system of curriculum, instruction, and assessment resources designed to ensure that students with significant cognitive disabilities (SwSCD) achieve increasingly higher academic outcomes and leave high school ready for college, career and community post-secondary options. As of the date of this RFP, MSAA Participating States include Arizona, Commonwealth of the Northern Mariana Islands (CNMI), Guam, American Samoa, Maine, Maryland, Montana, South Dakota, Tennessee, and District of Columbia.
- 1.20. “*PBT*” means Paper Based Test
- 1.21. “*QTI*” means Question and Test Interoperability standard format
- 1.22. “*SEA*” means State Education Agency
- 1.23. “*TAC*” means the Technical Advisory Committee
- 1.24. “*Task*” means a task consists of four items, each written to four different levels to address the CCC. Level 4 is the most complex and is written to align fully with the focal knowledge, skills, and abilities (KSA). Level 1 is the least complex and is linked to the focal KSA based on essential understandings, so that students in beginning interaction with the grade-level curriculum will be able to access it.
- 1.25. “*Task Template*” is derived from the ECD process, a task template is developed for a focal KSA, listing the KSAs to be addressed and detailing variable features that should be turned on or off for



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an item in order to assessment construct validly. A task template includes a sample task with item directives, manipulatives, correct answer keys, and scoring rubrics.

- 1.26. *"Universal Design Principles"* (UDL) means Universal design, when applied to assessment, is analogous to universal design in architecture where, for example, ramps and curb cuts designed for people in wheelchairs are also considered essential for people without disabilities, such as parents pushing strollers or people moving heavy furniture. Universal design describes a concept or philosophy that, when applied to assessments, provides all students with equal opportunities to demonstrate what they learned. The purpose of universally designed assessments is to provide access for the greatest number of students during assessment, and to minimize the need for individualized design or accommodation. All items must be written and will be reviewed under these principles.

2. Handling of Personally Identifiable Information (PII)

1. Legal Authority

Consistent with the Family Educational Rights and Privacy Act (FERPA), each participating state's Department of Education may disclose PII from students' education records to its authorized representative without written consent in connection with an audit or evaluation of Federal or State supported education programs; or enforcement of, or compliance with, Federal legal requirements relating to such programs. 20 U.S.C. § 1232g(b)(3) and 34 CFR Part 99.31(a)(3).

2. Terms and Conditions

To affect the transfer of the education records and to ensure that the required confidentiality of PII shall always be maintained The Contractor agrees to:

- a) In all respects comply with the provisions of FERPA and applicable state law. For the purposes of the Agreement, FERPA includes all requirements of 20 U.S.C. § 1232g and 34 CFR Part 99 and any amendments thereto. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student information in a manner not allowed under FERPA.
- b) Contractor Data Contact shall be the temporary custodian of each participating state's Department of Education data. The temporary custodian shall be able to request in writing and receive data under the Agreement and is responsible for The Contractor's compliance with the terms of the Agreement and applicable laws. Each participating state's Department of Education shall release data only to the temporary custodian, who shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to the Agreement, including confirmation of the completion of the project and the destruction of data as required by the Agreement.
- c) Provide each participating state's Department of Education with a flowchart of how the Department's data under this agreement will move from receipt of the data through to destruction. This must include information on where the data is stored, what it is used for, and how it will be destroyed. Provide each participating state's Department of Education with copies of the contractor's policies and procedures regarding PII and those of any subcontractor who will handle and store the Department's data. The purpose of this provision is to ensure that appropriate policies and procedures are in place to protect PII and that PII has not been redisclosed or released.
- d) Use data shared under the agreement for no purpose other than what is described and as authorized under 34 CFR § 99.31(a)(6). Specifically, state purpose of data sharing or



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disclosure. Nothing in the agreement shall be construed to authorize The Contractor to have access to additional data from each participating state's Department of Education that is not included in the scope of the agreement or to govern access to the data by entities other than the Parties. The Contractor further agrees not to share data received under the agreement, with any other entity without prior written approval from each participating state's Department of Education. The contractor understands that the agreement does not convey ownership of data.

e) Student data to be disclosed:

List of data elements to be disclosed under this agreement:

- Development, validation or administration of predictive tests;
- Administration of student aid programs; or
- Improvement instructions

f) Require all employees, contractors and agents of any kind to comply with the agreement, and all applicable provisions of FERPA and other federal and state laws with respect to the data and information shared under the agreement. The contractor agrees to require of and maintain an appropriate confidentiality agreement from each employee, contractor, or agency with access to data pursuant to the agreement. Nothing in this section authorizes the contractor to share data and information provided under the agreement with any other individual or entity for any purpose other than completing the contractor work as authorized by each participating state's Department of Education consistent with this agreement.

g) Not copy, reproduce or transmit data obtained pursuant to this Agreement, except as necessary to fulfill the purpose of this Agreement. Transmission of all FERPA-protected data must be by secure electronic systems and/or networks. All copies of data of any type including any modifications or additions to data from any source that contains PII, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement will not under any circumstances transfer from or be assigned to any other individual, institution, organization, government or entity without the prior written approval from each participating state's Department of Education.

h) Not disclose the data identified in Agreement in any manner that could identify any individual student, except as authorized by FERPA, to any entity other than each participating state's Department of Education, or authorized employees, contractors and agents of The Contractor working under this Agreement. Persons participating in approved work on behalf of the Parties under this Agreement shall neither disclose or otherwise release data and reports relating to an individual student, nor disclose information relating to a group or category of students without ensuring the confidentiality of students in that group. Publications and reports of this data and information related to it, including preliminary project descriptions and draft reports shall involve only aggregate data and no PII or other information that could lead to the identification of any student. No report of these data containing a group of students less than the minimum determined by each participating state's Department of Education (i.e. subgroups of 5 or fewer students) shall be released to anyone other than the department unless the Contractor receives prior written approval from each participating state's Department of Education. The Contractor shall require that all employees, contractors and agents abide by that reporting cell size and require utilization of complimentary suppression, blurring or other reporting mechanism to ensure student privacy with small cell sizes.



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- i) Establish procedures and systems to ensure that all confidential data processed, stored, and/or transmitted under the provisions of this agreement will be maintained in a secure manner that prevents further disclosure of the data, including the interception, diversion, duplication, or other unauthorized access to said data the contractor agrees to comply with the procedures and practices set forth in the Required Technical Standards for Handling of PII attached to this agreement.
- j) Provide each participating state's Department of Education with a certificate of insurance that satisfies the requirements for data breach insurance in Rider B-IT, Page 8.
- k) Promptly, within 24 hours, report to each participating state's Department of Education Data Manager any incidents in detail of any PII received from each participating state's Department of Education whose confidentiality was breached or is believed to have been breached. The contractor will provide each participating state's Department of Education with a written report detailing the breach or possible breach, the proposed solutions, and timelines for the resolutions and cooperatively develop a plan for a timely resolution.
- l) Destroy all PII, including any archival/backup copies, obtained pursuant to data requests under this agreement when it is no longer needed for the purpose described in the agreement. Nothing in this agreement authorizes the contractor to maintain data received from each participating state's Department of Education beyond the time period reasonably needed to complete the purpose of the request, and in no case beyond the termination date of this agreement. Any destruction of the referenced data must be witnessed by one other person who can later attest that a complete destruction of the data occurred. The contractor agrees to submit a letter to each participating state's Department of Education within 30 days of the termination of this agreement attesting to the destruction of any PII.
- m) Provide each participating state's Department of Education with one electronic copy of the final versions of all reports prior to their presentation or release in order to allow each participating state's Department of Education to review for purposes of ensuring compliance with the provisions of this agreement. Each participating state's Department of Education reserves the right to distribute and otherwise use any report or other associated documents as it wishes, in sum or in part.

3. Data and Information Handling

- 3.1 Applicability. This section applies to the extent the Work includes handling of any (1) State's proprietary and sensitive Data or (2) confidential or access-restricted information obtained from State or from others at State's behest.
- 3.2 Data Protection and Confidentiality of Information. Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive Data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all Data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:
 - 3.2.1 Contractor shall provide the State and Eligible Agencies with a copy of its Disaster Recovery plan upon request. The Disaster Recovery plan shall outline the Contractor's actions, with timelines, in the event of a natural disaster, cyber-attack or loss of ability to operate and perform services under this contract.



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3.2.2 Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external Data Breach, internal Data Breach, system failure, or procedural lapse within twenty-four (24) hours of a Data Breach, by sending an email to the Arizona Department of Homeland Security at AZSOC@azdohs.gov and GRC@azdohs.gov, reporting the incident that occurred; (b) cooperate with State to identify the source or cause and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and

3.2.3 Contractor shall not: (a) release any such Data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such Data or information, and instead route all such requests to State's designated representative.

3.3 Personally Identifiable Information. Without limiting the generality of paragraph 14.2, Contractor warrants that it will employ protections for any personally identifiable information ("PII") belonging to State's employees or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract. For purposes of this paragraph:

3.3.1 PII has the meaning given in Arizona Revised Statute (A.R.S.) § 18-551; and

3.3.2 "protections" has the meaning given in the National Institute of Standards and Technology (NIST) Special Publication 800-160, Revision 2, Volume 1.

NOTE (1): For convenience of reference only, Arizona Revised Statute (A.R.S.) § 18-551 is available at: <https://www.azleg.gov/ars/18/00551.htm>

NOTE (2): For convenience of reference only, NIST SP 800-160, Revision 2, Volume 1 is available at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-160v2r1.pdf>

3.4 Protected Health Information. Contractor warrants that, to the extent performance under Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

3.4.1 is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;

3.4.2 will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in (1) above; and

3.4.3 will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in (1) above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at: <http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>



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3.5 Artificial Intelligence (AI) Prohibitions. Consistent with State policy, if Contractor supplies AI Services or Materials (either directly or through Subcontractors or the sale of licenses), such as research, development, training, implementation, deployment, maintenance, provision, or sale of AI systems, then Contractor is prohibited from using State of Arizona Materials or Data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in advance by the State in writing.

3.5.1 Contractor shall also disclose the utilization of generative AI before producing works owned by the State and/or integrating generative AI into Materials or Services used by the State.

3.5.2 Contractor shall perform due diligence to ensure proper licensure of model training data for all generative AI services.

4. Information Technology Work

4.1 Applicability. This section applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined In A.R.S. §18-101(6) "...all computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects," if and to the extent that the Work is or includes Information Technology.

4.2 Background Checks. Each Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. § 41-710, Eligible Agency, or Co-Op Buyer. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identity and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and Data security.

4.3 Information Access

4.3.1 System Measures. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary Data or confidential information.

4.3.2 Individual Measures. Contractor personnel shall comply with applicable State policies and procedures regarding Data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access identifications (IDs) and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform their duties. Contractor shall, on request, provide a current register of the access IDs and corresponding access levels currently assigned to its personnel.

4.3.3 Access Control. Contractor is responsible to State for ensuring that hardware, software, Data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access of Contractor personnel, or instruct Contractor to restrict their access, if in its determination the requirements of this subparagraph are not being met.

4.4 Pass-Through Indemnity



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- 4.4.1 Indemnity from Third Party. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree, Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.
- 4.4.2 Notification of Claims. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:
- 4.4.2.1 State reserves the right to elect to participate in the action at its own expense;
- 4.4.2.2 State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and
- 4.4.2.3 State shall in any case cooperate in the defense and any related settlement negotiations.
- 4.5 Systems and Controls. In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.
- 4.6 Redress of Infringement
- 4.6.1 Replace, License, or Modify. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing, on any third party's intellectual property rights, then Contractor shall, at its sole cost and expense and in consultation with State, either:
- 4.6.1.1 replace any infringing items with non-infringing ones;
- 4.6.1.2 obtain for State the right to continue using the infringing items; or
- 4.6.1.3 modify the infringing items so that they become non-infringing, so long as they continue to function as specified following the modification.
- 4.6.2 Cancellation Option. In every case under 15.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract, and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:
- 4.6.2.1 for any software created for State under the Contract, the amount State paid to Contractor for creating it,
- 4.6.2.2 for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and



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4.6.2.3 for Services, the amount paid by State or an amount equal to twelve (12) months of charges, whichever is less.

4.6.3 Exceptions. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

4.6.3.1 modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;

4.6.3.2 operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or

4.6.3.3 combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

4.7 First Party Liability Limitation

4.7.1 Limit. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of \$1,000,000 (one million dollars) or three (3) times the purchase price of the specific Materials or Services giving rise to the claim.

4.7.2. Provisos. This paragraph limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph does not limit liability arising from any:

4.7.2.1 Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.2;

4.7.2.2 claim against which Contractor has indemnified State Indemnitees under paragraph 6.3; or

4.7.2.3 provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

4.7.3 Purchase Price Determination. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 15.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all Contract Amendments having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.

4.7.4 No Effect on Insurance. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

4.8 Information Technology Warranty

4.8.1 Specified Design. Where the Scope of Work for information technology, Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants



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that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

4.8.1.1 modified or altered by anyone not authorized by Contractor to do so;

4.8.1.2 maintained in a way inconsistent to any applicable manufacturer recommendations; or

4.8.1.3 operated in a manner not within its intended use or environment.

4.8.2 COTS Software. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

4.8.2.1 to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;

4.8.2.2 the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and

4.8.2.3 it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

4.8.3 Payment has no Effect. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

4.9 Specific Remedies. Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 15.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance that was first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 15.7. If none of the foregoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

4.10 Section 508 Compliance. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. §18-131 and §18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology (IT) that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

4.11 Cloud Applications. The following are required for Contractor of any Offer that includes the hosting of State Data outside of the State's network, or transmission and/or receipt of State Data.

4.11.1 Contractor shall undergo and successfully complete an AZRAMP assessment and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment to include NIST-based System Security Plans (SSP), Written Information Security Programs (WISP), and/or written IT policies in the manner requested.

4.11.2 State reserves the right to conduct penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws



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discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.

- 4.11.3 Contractor must submit a copy of system logs from the Cloud system to the State of Arizona security team if or when requested, and in the format requested, to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).
- 4.11.4 Contractor must employ a government-rated Cloud compartment to better protect sensitive or regulated State Data.

5. Security Standards

- 5.1 Security of the State's systems and Data are of utmost importance to the State. In order to assure security from a personnel and operations perspective, Contractor shall comply with all requirements, in their entirety, as described in the statewide enterprise architecture; statewide Information Technology security policies, standards, and procedures; and any applicable agency-specific Information Technology security policies, standards, and procedures.
- 5.2 Contractor shall follow the correct, current version of these policies, standards, and procedures established by the Arizona Department of Homeland Security (AZDOHS) pursuant to their authority under A.R.S. Title 41, Chapter 41. The current website for these policies, standards, and procedures is: Information Technology Policies, Standards and Procedures. Note that this link is provided for convenience only.
- 5.3 For security reasons, some state facilities require non-state personnel to have escorts. If required by the state facility, Contractor personnel shall only be allowed inside of a State facility if accompanied by an escort designated by the State. This is applicable in Correctional facilities, Public Safety facilities, State Lottery, and other facilities as designated by the State.

6. Security Framework

- 6.1 The State of Arizona information security policies and standards follow the National Institute of Standards and Technology (NIST) SP 800-53 Rev. 5 Security and Privacy Guidelines may currently be located at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r5.pdf>.
- 6.2 The State has established a process to assess risk associated with storing, processing and/or transmitting State of Arizona Data with external, non-State of Arizona entities. The Arizona Risk and Authorization Management Program (AZRAMP) was developed to ensure State and contractors meet these requirements. All contractors responding to State solicitations must successfully complete the AZRAMP risk assessment based upon the Data classification involved as determined by the Data owner and AZDOHS Cyber Command. Failure to successfully complete AZRAMP assessment will be deemed as breach of contract.
- 6.3 In the State's sole discretion, the State may also accept current FedRAMP, GovRAMP, or AZRAMP certifications as evidence that the Contractor has met the State's risk assessment requirements.
- 6.4 Other forms of Cybersecurity Frameworks (CSF), Trust Documents, Self-Attestations, including, but not limited to, ISO/IEC, SOC 2 & 3, PCI, or HIPAA reports of compliance, may be reviewed as part of the State's risk assessment, but are not exclusive or conclusive evidence that the Contractor has met the State's risk assessment requirements.

7. Additional Security Requirements

- 7.1 Contractor shall comply with all security requirements requested by the State.



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- 7.2 If an Arizona Risk and Authorization Management Program (AZRAMP) is required, it will generally follow these steps, each of which shall be completed by the Contractor upon request by the State:
- 7.2.1 If the Contractor will be using proprietary infrastructure to host the solution or service that will be handling State Data, Contractor shall complete the appropriate AZRAMP control sheet based on the classification of the State Data involved: AZRAMP Level 2 Low Impact Control Sheet (https://azdohs.gov/sites/default/files/azramp-level-2-low-impact-control-sheet_0.xlsx) for Public State Data; or AZRAMP Level 3 Moderate Impact Control Sheet (https://azdohs.gov/sites/default/files/azramp-level-3-moderate-impact-control-sheet_0.xlsx) for Confidential State Data.
 - 7.2.1.1 If the Contractor will be using solely an environment provided by a Cloud Service Provider (CSP), the Contractor shall notify AZDOHS GRC team, via grc@azdohs.gov, of the CSP they will be using to handle State Data under the Contract.
 - 7.2.2 Contractor shall provide Information Security documentation for the AZRAMP assessment to include System Security Plan (SSP), Written Information Security Programs (WISP), or supporting written IT policies for review of the assessment.
 - 7.2.3 Note regarding the confidential treatment of Contractor information:
 - 7.2.3.1 The State of Arizona seeks a partnership with our supporting vendors, therefore, Non-Disclosure Agreements (NDA) for release to review submitted SSPs, WISPs, or written IT policies will not be considered.
 - 7.2.3.2 Submitted SSPs, WISPs, or written IT policies are deleted and not retained after AZRAMP Authorization is granted.
 - 7.2.3.3 Procedures for submission of documents considered confidential or proprietary are identified within this RFP.
 - 7.2.3.4 Special secure transfer of documents related to this AZRAMP review process may be made by contacting: GRC@AZDOHS.gov to make special arrangements for the transfer of these documents.
 - 7.2.4 If applicable to this Solicitation, Contractor shall complete and submit with the Offer an unedited and signed State of Arizona Health Insurance Portability and Accountability Act (HIPAA) Business Associate Addendum (BAA).
 - 7.2.5 All contract awards are contingent on the successful completion of the AZRAMP Level 2 Low Impact (Public State Data) or the AZRAMP Level 3 Moderate Impact (Confidential State Data) assessment.
- 7.3 The State reserves the right to conduct risk assessments, vulnerability assessments, black-box penetration tests or hire a third party to conduct risk assessments, vulnerability assessments, and black-box penetration tests of the Contractor's environment. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all flaws deemed serious by the State when discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control(s).
- 7.4 Upon request, Contractor shall submit copies of system logs from Contractor's environment to the State of AZ security team in the format requested to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).



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7.5 Contractor shall comply with all applicable State and Federal laws and regulations, including, but not limited to, the following (please note that the links are provided for convenience only and may change):

- 7.5.1 State of Arizona statewide policies, standards and procedures: <https://azdohs.gov/information-technology-it-policies-standards-and-procedures>;
- 7.5.2 Federal Information Security Modernization Act of 2014 (FISMA): <https://csrc.nist.gov/topics/laws-and-regulations/laws/fisma>;
- 7.5.3 OMB Circular A-130: <https://www.federalregister.gov/documents/2016/07/28/2016-17872/revision-of-omb-circular-no-a-130-managing-information-as-a-strategic-resource>;
- 7.5.4 National Cyber Strategy of the United States of America: <https://www.cisa.gov/executive-order-strengthening-cybersecurity-federal-networks-and-critical-infrastructure>;
- 7.5.5 Health Insurance Portability and Accountability Act (HIPAA) including Business Associate Agreement/ Health Information Technology for Economic and Clinical Health Act (HITECH): <https://www.hhs.gov/hipaa/index.html>
- 7.5.6 Tax Information Security Guidelines For Federal, State and Local Agencies: Safeguards for Protecting Federal Tax Returns and Return Information (I.R.S. Publication 1075): <https://www.irs.gov/pub/irs-pdf/p1075.pdf>;
- 7.5.7 Criminal Justice Information Services Security Policy (CJIS): <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>;
- 7.5.8 Centers for Medicare & Medicaid Services (CMS), Minimum Acceptable Risk Standards for Exchanges (MARS-E): <https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/2-MARS-E-v2-0-Minimum-Acceptable-Risk-Standards-for-Exchanges-11102015.pdf>;
- 7.5.9 A.R.S. §18-104 - Arizona Department of Administration, Arizona Strategic Enterprise Technology (ADOA-ASET), Powers and duties of the agency: <https://www.azleg.gov/arsDetail/?title=18>;
- 7.5.10 A.R.S. §41-4282 - Statewide Information Security and Privacy Office (SISPO): <https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/41/04282.htm>
- 7.5.11 A.R.S. §18-551 - Definitions Information Security Including PII: <https://www.azleg.gov/ars/18/00551.htm>;
- 7.5.12 A.R.S. §18-552 - Notification of security system breaches; requirements; enforcement; civil penalty; preemption; exceptions: <https://www.azleg.gov/ars/18/00552.htm>;
- 7.5.13 Arizona Executive Order 2008-10 – Mitigating Cyber Security Threats: <https://aset.az.gov/node/428>;
- 7.5.14 SIPC Memorandum of Understanding (MOU): <https://www.sipc.org/about-sipc/>;
- 7.5.15 State Environmental policies: <https://azdeq.gov/LawsAndRules>;



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- 7.5.16 Family Education Rights Privacy Act (FERPA): <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html?src=rn>;
- 7.5.17 Driver's Privacy Protection Act (DPPA): <https://azdot.gov/motor-vehicles/driver-services/driver-license-information/motor-vehicle-records>;
- 7.5.18 Incident Response Reporting program and system: https://azdohs.gov/sites/default/files/p8240-incident-response-planning_0.pdf;
- 7.5.19 State of Arizona Library, Archives and Public Records, Records Management Division, General Retention Schedules <https://azlibrary.gov/branches/archives-records-management>; and
- 7.5.20 Payment Card Industry (PCI) Security Standards including but not limited to Supplemental Documents, Information Supplements and Validation Requirements: <https://www.pcisecuritystandards.org>.

8. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. § 41 2501 et seq., the State of Arizona intends to establish a Contract for services as listed herein for services on behalf of the LEA's.

9. Term of Contract

The term of the contract shall commence upon award and shall remain in effect for (1) one year, unless terminated, canceled or extended as otherwise provided herein.

Pursuant to Arizona law, while the Contract is effective upon award, no work is authorized under this Contract until a valid purchase order is issued by the Arizona Department of Education. Work performed prior to the issuance of a valid purchase order may not be compensated.

10. Contract Extensions

The Contractor agrees that the State shall have the right, at its sole option, to renew the contract in accordance with any extensions the State may receive for supplemental periods up to a maximum contract term of seven (7) years. In the event that the State exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the exception of price. Any contract extension is subject to ADE's determination that pricing remains fair and reasonable and in the best interest of the State.

11. Price Increase

ADE may review a fully documented request for a price increase only after the contract has been in effect for three (3) years. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. ADE shall determine whether the requested price increase or an alternate option is in the best interest of the State. The price increase adjustment, if approved, will be effective upon the effective date of the contract extension.

The request shall be submitted at least 60 days prior to the contract renewal date and shall be a factor in the extension review process.

Failure to submit the request within the stated timeframe and/or failure to supply adequate information with the request may result in the State not considering the request.

The State, at its sole option shall determine whether the requested price adjustment or an alternate option is in the best interest of the State.



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12. Price Reductions

Price reductions may be submitted to the State for consideration at any time during the contract period. The State at its own discretion may accept a price reduction.

13. Transitions

7.1 During commencement, Contractor shall attend transition meetings with any outgoing suppliers to coordinate and ease the transition so that the impact on State's operations is kept to a minimum. State may elect to have outgoing suppliers complete some or all of their Work or Orders in progress, even if that Work could be covered under the incoming supplier's Contract. Conversely, the State may have a continued need for the same Materials and Services upon expiration or earlier termination of the Contract. Accordingly, the Contractor shall work closely with any incoming supplier and State to ensure as smooth and complete a transition transfer as is practicable.

7.2 Eligible Agency or State's representative will coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming supplier. As with the incoming transition, State may permit Contractor, when Contractor is outgoing, to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

14. Contract Type

Firm fixed price, indefinite quantity.

15. Eligible Agencies

This contract shall be for the use of the MSAA Participating States, and the State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into the current Cooperative Agreement for the Development of an Alternate Assessment Based on Alternate Achievement Standards for students with the most significant cognitive disabilities. After award of resulting contract, states may agree to the terms of the current Cooperative Agreement in order to become MSAA Participating State to utilize the contract. The current MSAA Participating States include Arizona, American Samoa CNMI/Guam, Maine, Maryland, Rhode Island, South Dakota, Tennessee and District of Columbia.

16. Multiple Award

ADE reserves the right to make a multiple award to more than one Offeror.

17. Estimated Usage

The Contract shall be on an as needed, if needed basis. The State makes no guarantee as to the amount of usage that may occur under a resultant contract.

18. Non-Exclusive Contract

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source, when necessary, or when determined to be in the best interest of the State.

19. Click-Through Terms and Conditions

If either party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect



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to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

20. Licenses

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.

21. Order Process

The award of a Contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under contract with the State is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

22. Contract Operation

- A. Contract Release Orders: Any services to be furnished under this contract shall be ordered by issuance of orders by the MSAA Participating State. Such orders may be issued from effective date of contract award. All orders are subject to the terms and conditions of this contract. All orders shall cite the contract number(s), that is, the number of the contract.
- B. Ordering Process: Any products or services to be furnished under this contract shall be ordered by issuance of orders, following receipt of a firm quote as required in the Scope of Work, by the MSAA Participating State. Individual amendments may modify these or provide other requirements of an individual state for placing an order. Contract releases or purchase orders are those that are issued by a MSAA Participating State representative in any of the following forms:
- Hard copy, one time only or blanket (term type)
 - Electronically transmitted through facsimile equipment
 - Electronically transmitted as an e-mail attachment
 - Electronically transmitted through a contractor's Electronic Data Interchange (EDI) system or secured internet/web portal, i.e. those that provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting
 - Such systems shall not allow for purchase orders to be placed for non-contract or excluded items
 - Use of such systems shall be at the sole discretion of each MSAA Participating State and all costs associated with set-up, maintenance, and support shall be borne by the contractor
 - Electronically through MSAA Participating State's p-card program

23. Changes

ADE reserves the right to revise the delivery schedule and make other changes within the Scope of Work as may be deemed necessary to best serve the interest of ADE and the MSAA Participating States. All changes



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shall be documented by formal amendments to the Contract. Changes made without benefit of a formal amendment will not be valid.

24. Financial Obligations of MSAA Participating States

Financial obligations of MSAA Participating States are limited to the orders placed by their departments or other state agencies and institutions having available funds. MSAA Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

25. Purchase Orders

Work under this Contract will be funded and ordered through separate purchase orders issued by ADE. No work is to be performed until a valid purchase order is received by the Contractor.

26. Payment

Payment will be made pursuant to the Scope of Work Pay Rates and Attachment III, Price Sheet.

ADE may pay invoices for some or all orders through Automated Clearing House (ACH). To receive payment in this manner, the Contactor must complete the ACH Vendor Authorization Form (from GAO-618) within thirty (30) days after the effect date of the Contract. The form is available at: <https://gao.az.gov/publications/forms>.

The ACH Vendor Authorization Form shall be emailed to: vendor.payautomation@azdoa.gov.

27. Payment/Invoices & Mailing of Payments

The Contractor shall submit invoices to accountspay@azed.gov and the invoices shall include:

- Company Name
- Complete Address
- Telephone Number
- Contact Person
- Itemized services, description, quantity, unit of measure, unit price, and extended price of supplies delivered (including dates services were performed)
- Purchase Order Number
- Invoice Date
- Contract Number
- Invoice Number
- Shipping and Payment Terms

The Contractor is responsible to ensure that all invoices submitted for payment are completed with the above information and in strict accordance with the price(s) offered on the Proposal's Cost Form.

28. Liquidated Damages

- A. If the Contractor fails to deliver acceptable supplies or services within the time specified in this contract or any extension, or upon notification from MSAA Participating States that the supplies or services are unacceptable and fails to provide fully conforming supplies or services within the time specified in this contract or any extension, the Contractor shall, in place of actual damages pay to MSAA Participating States as fixed, agreed, and liquidated damages, for each calendar day of delay. The following list includes potential situations where damages are appropriate and the amount of the damages that will be applied. Any situations not specifically listed will incur liquidated damages in the amount of \$5000.00 per



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day. Liquidated damages shall not exceed a fixed percentage of the contract in a given fiscal year (e.g., 7.5%). Final liquidated damages terms and conditions will be established during contract negotiations.

Occurrence	Damage Amount
Late Delivery of Test Materials and Reports	\$5000/day past due date
Delay in the Administration of CBT Assessments	\$5000/day past due date
Errors in Printed Materials	5% of established price of
Errors Resulting in Release of Incorrect Assessment Results	5% of price to produce
Untimely Response Time in the Event of a System Outage During Test Administration	\$5000 per occurrence
Errors resulting in significant interruptions in the administration of CBT or loss of student responses provided during the administration of CBT	\$5000 per occurrence
Errors resulting in an unlawful breach or harmful access to system covering the period from the start of breach until breach is resolved (does not apply to damages caused by breach)	\$5000 per day
Failure to meet negotiated guaranteed response times in delivering customer service and technical support	\$5000 per occurrence
Untimely Notification of Key Personnel Change	\$5000 per occurrence
Not Meeting Deadline of Any Key Deliverable Listed in APPENDIX A	\$5000/day past deadline

- B. The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes defined by the Force Majeure provision of this Contract.

29. Acceptance

The document titled “Offer and Acceptance Form” bearing the state contract number once Procurement Officer has signed it to signify (1) State’s formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term “acceptance” used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.

Upon receipt of Products and Services, and/or commencement of continual Services, ADE shall determine whether all delivered Products and Services meet the applicable Product and Services specifications and quality requirements established herein.

30. Inclusive Offeror

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

31. Confidentiality of Records

The Contractor shall establish and maintain procedures and controls acceptable to the State for the purpose of assuring that information or data in its possession is not mishandled, misused, released, disclosed, or used



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in an inappropriate manner by it, its agents, officers, or employees. This includes information contained in its records obtained from the State or others, necessary for contract performance. The contractor shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.

32. Subcontracts

The Contractor may, with the approval of ADE acting as fiscal agent, enter into written subcontract(s) for performance of certain of its functions under the Contract. Subcontractors must be approved in writing by the ADE prior to the effective date of any subcontract.

- A. No subcontract, which the contractor enters into, with respect to performance under the contract, shall in any way relieve the contractor of any responsibility for performance of its duties.
- B. The Contractor shall give the Procurement Officer immediate notice in writing by certified mail of any action or suit filed and prompt of any claim made against the contractor by any subcontractor or contractor which in the opinion of the Contractor may result in litigation related in any way to the contract with the ADE and MSAA Participating States.

33. Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. §§ 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

34. Non-Discrimination

ADE is an Equal Employment Opportunity Agency. The Contractor shall comply with any and all applicable Federal and State laws regarding discrimination in employment and the provision of services.

35. Family Education Rights and Privacy Act of 1974 (FERPA)

If applicable, both parties agree to comply with the federal Family Educational Rights and Privacy Act of 1974. This applies to all provisions of this Agreement which involves identifiable individual student data.

36. Assignment

The Contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Arizona of all rights, title and interest in and to all causes of action that the contractor may possess under the antitrust laws of the United States or the State of Arizona for which causes of action have accrued or will accrue as the result of or in relation to the goods or services purchased or procured by the contractor in the fulfillment of the contract with the State of Arizona.

37. 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.



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The 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.

38. Warranty of Services

- i. The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications, attachments, and exhibits made a part of this Contract. The ADE's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- ii. In addition to its other remedies, the ADE may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

39. Participation in Boycott of Israel

Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

40. Participation in Forced Labor of Ethnic Uyghurs Ban

Contractor warrants that it is in compliance with the A.R.S. § 35-394.

41. Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, 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.

42. Intellectual Property – Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, or trade secrets created or conceived solely pursuant to or as a result of this Contract and any related subcontract (collectively, the "Intellectual Property"), shall be work made for hire and the State shall be the owner of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona and the MSAA Participating States requesting the issuance of this Contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Software and other Materials developed or otherwise obtained by or for Contractor or its affiliates



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independently of this Contract ("Independent Materials") do not constitute Intellectual Property. If Contractor creates derivative works of Independent Materials, then the elements of such derivative works created pursuant to this Contract shall constitute Intellectual Property owned by the State of Arizona and the MSAA Participating States. Contractor shall notify the ADE acting as fiscal agent, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State of Arizona and the MSAA Participating States and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the State of Arizona and the MSAA Participating States without the express written authorization of the State of Arizona and the MSAA Participating States requesting the issuance of this Contract.

Notwithstanding the foregoing, if the State of Arizona and the MSAA Participating States elects, in its sole and absolute discretion, to relinquish its ownership interest in any or all of the Intellectual Property, the State shall have the rights to use, modify, reproduce, release, perform, display, sublicense or disclose such Intellectual Property within State government and operations without restriction for any activity in which the State of Arizona and the MSAA Participating States is a party (collectively, "Government Purpose Rights").

43. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the MSAA Participating States for the purpose of assuring that no information contained in its records or obtained from the MSAA Participating States or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to ADE acting as fiscal agent. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the ADE acting as fiscal agent.

44. Security Requirements for Offeror Personnel

Offeror personnel, agents or sub-contractors that have administrative access to the ADE's networks shall be subject to any additional security requirements of the Agencies as may be required for the performance of the contract. Offeror, its agents and sub-contractors shall provide documentation to the ADE confirming compliance with all such additional security requirements for performance of the contract.

Additional security requirements include but are not limited to the following:

- Criminal History Report and Fingerprint Background Check (ARS 41-777)
- Identity and Address Verification – that verifies the individual is who he or she claims to be including verification of the candidate's present and previous addresses
- UNAX confidentiality training
- HIPAA Privacy and Security Training
- Information Security Training

45. Insurance Requirements

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



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out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

A. **Minimum Scope of Limits of Insurance**

Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability (CGL) – Occurrence Form**

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

- General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Damage to Rented Premises \$ 50,000
 - Each Occurrence \$1,000,000
- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees 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 endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Workers' Compensation and Employer's Liability**

- Workers' compensation Statutory
 - Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

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

- Each Claim \$5,000,000
 - Annual Aggregate \$5,000,000
- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.



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- b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

4. Technology Errors & Omissions Insurance

- Each Claim \$2,000,000
 - Annual Aggregate \$2,000,000
- a. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
- b. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.
- c. In the event that the Tech E&O 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, 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, as required by this written agreement, the following provisions:

- a. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- b. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

C. Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

D. Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have 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.



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E. Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. 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 Department. 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 copies of all insurance policies required by this Contract at any time.

F. Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

G. Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

H. Exceptions

In the event the Contractor or subcontractor(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 subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.



Uniform Terms and Conditions

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Version 10.5

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

- 1.1. "AI" means the science and engineering of making machines capable of performing tasks that are typically associated with human intelligence, such as learning and problem-solving, and includes without limitation: AI systems, classic AI, external AI, generative AI, and large language model (LLM) AI.
- 1.2. "Attachment" means any item the Solicitation which requires the Offeror to submit as part of the Offer.
- 1.3. "Contract" means the combination of the Solicitation, including the Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.4. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.5. "Contractor" means any person who has a Contract with the State.
- 1.6. "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical Data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- 1.7. "Days" means calendar days unless otherwise specified.
- 1.8. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.
- 1.9. "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.
- 1.10. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.11. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.12. "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance but does not include employment agreements or collective bargaining agreements.
- 1.13. "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.
- 1.14. "State Fiscal Year" means the period beginning with July 1 and ending June 30.



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- 1.15. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any Materials or any Services required for the performance of the Contract.
- 1.16. "Subcontractor" means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

2. Contract Interpretation

- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits; then
 - 2.3.7. Any other documents referenced or included in the Solicitation including, but not limited to, any Bid or Offer documents provided by the Contractor that do not fall into one of the above categories.
- 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.



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3. Contract Administration and Operation

- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other “records” relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law.
- 3.3 Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any Subcontractor’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor’s processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor’s facilities nor Materials testing shall constitute final acceptance of the Materials or Services. If the State determines non-compliance of the Materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation, stated in the Contract, or listed on the State’s eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Continuous Improvement. Contractor shall recommend continuous improvements on an on-going basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.
- 3.8 Other Contractors. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor’s work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any



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act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

3.9 Ownership of Intellectual Property

3.9.1 Rights in Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

3.9.2 "Government Purpose Rights" are:

3.9.2.1 the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

3.9.2.2 the right to release or disclose that work product to third parties for any State government purpose; and

3.9.2.3 the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local government.

3.9.3 "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.

3.9.4 Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.5 Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

3.9.5.1 any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;

3.9.5.2 any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and

3.9.5.3 except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.



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3.9.6 Developments Outside of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.

- 3.10 Property of the State. If there are any materials that are not covered by Section 3.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.11 Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Contractor shall flow down this requirement to all Subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension or debarment of the contractor.
- 3.12 E-Verify Requirements. In accordance with A.R.S. § 41-4401, 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.
- 3.13 Offshore Performance of Work Involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.
- 3.14 Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.
- 3.15 Artificial Intelligence (AI) Prohibitions. Consistent with State policy, if Contractor supplies AI Services or Materials (either directly or through Subcontractors or the sale of licenses), such as research, development, training, implementation, deployment, maintenance, provision, or sale of AI systems, then Contractor is prohibited from using State of Arizona Materials or Data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in advance by the State in writing.
- 3.15.1 Contractor shall also disclose the utilization of generative AI before producing works owned by the State and/or integrating generative AI into Materials or Services used by the State.
- 3.15.2 Contractor shall perform due diligence to ensure proper licensure of model training data for all generative AI services throughout the life of the Contract.



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3.16 Certifications Required by State Law

- 3.16.1 If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq.* and will refrain from any such boycott for the duration of this Contract.
- 3.16.2 Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

4. Costs and Payments

- 4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 Delivery. Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.
- 4.4 Applicable Taxes
- 4.4.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.4.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.4.3 Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.4.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.5 Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract.
- 4.6 Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:



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- 4.6.1. Accept a decrease in price offered by the Contractor;
- 4.6.2. Cancel the Contract; or
- 4.6.3. Cancel the Contract and re-solicit the requirements.

5. Contract Changes

- 5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of Services or Materials, the revision of payment terms, or the substitution of Services or Materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1 Risk of Loss. The Contractor shall bear all loss of conforming Materials covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming Materials shall remain with the Contractor regardless of receipt.
- 6.2 Indemnification
 - 6.2.1 Contractor/Vendor Indemnification (Not Public Agency). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, 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



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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 Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

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

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

6.4 Force Majeure

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

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment, Materials, or Services caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

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

6.4.3 If either the Contractor or State is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract



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Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

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

7. Warranties

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

7.2 Quality. Unless otherwise modified elsewhere in the Special Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the Materials are used;

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

7.2.4 Adequately contained, packaged, and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Conformity to Requirements

7.3.1 Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:

7.3.1.1 Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;

7.3.1.2 Be free from defects of material and workmanship;

7.3.1.3 Conform to or perform in a manner consistent with current industry standards; and

7.3.1.4 Be fit for the intended purpose or use described in the Contract.

7.3.2 Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit acceptance of the Materials or Services.



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- 7.4 Inspection/Testing. The warranties set forth in this Section 7 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.
- 7.5 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.
- 7.6 Compliance with Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.
- 7.7 Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 7.8 Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.
- 7.9 Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.
- 7.10 Performance in Public Health Emergency. Contractor warrants that it will:
- 7.10.1 Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:
 - 7.10.1.1 Identification of response personnel by name;
 - 7.10.1.2 Key succession and performance responses in the event of sudden and significant decrease in workforce; and
 - 7.10.1.3 Alternative avenues to keep sufficient product on hand or in the supply chain.
 - 7.10.2 Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence or mitigate those effects to the extent that overcoming entirely is not practicable.



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7.10.3 A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.

7.10.4 Failure to have or implement an appropriate plan will be a material breach of contract.

7.11 Lobbying

7.11.1 Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2 Exception. This paragraph 7.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.12 Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

7.13 Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

7.14 False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.

7.15 Survival of Rights and Obligations after Contract Expiration or Termination

7.15.1 Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

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



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

8. State's Contractual Remedies

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

8.2 Stop Work Order

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

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

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

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

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

9. Contract Termination

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.



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- 9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor.
- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, Data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.
- 9.5 Termination for Default
- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, Materials, documents, Data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, Materials or Services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring Materials or Services in substitution for those due from the Contractor.

10. Contract Claims

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

11. Arbitration

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