

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE
AMENDMENT NO. 4

TO: THE OHIO DEPARTMENT OF EDUCATION (ODE)
FROM: HUGH QUILL, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES
SUBJECT: COMPETITIVE SEALED PROPOSAL - Development of Tools, Structures and Processes for the Ohio Improvement Process (OIP)

Attached are pages 1 through 10 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

This amendment is issued to modify Objective 5 deliverables; incorporate additional terms and conditions; repaginate the document accordingly beginning with page 2 of the last revised Contract; change Cost Summary information required by the change in the deliverables related to Objective 5; correct the e-mail information for the Contractor's point of contact; and modify the Summary of Amendments page.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Dana King, CPPB
dana.king@das.state.oh.us

This amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS website at the following address:



<http://www.ohio.gov/procure>

Affected Contractor(s):

0000057810
The Ohio State University Research
Foundation
1960 Kenny Road
Columbus, OH 43210-1063

e-mail: sykes.3@osu.edu



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: Development of Tools, Structures and Processes for the Ohio Improvement Process (OIP)

CONTRACT NUMBER: CSP904009

EFFECTIVE DATES: 03/04/09 TO 06/30/10
Renewal through 06/30/11

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP904009 that opened on January 7, 2009. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the Ohio Department of Education as applicable.

The agency is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

Questions regarding this and/or the Services Contract may be directed to:

Dana King, CPPB
dana.king@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:



www.ohio.gov/procure

SUMMARY. The Contractor shall implement a professional development plan, including a delivery system for addressing OEC SPP, OLAC, OIP, SPDG, Ohio's Special Education Guidance Document, and marketing, publication, and maintenance for the Ohio School Leaders Web site, ODE's diagnostic database, and electronic communication. The Ohio Leaders Web site is: <http://www.ohioleadership.org/>

1. The general Terms and Conditions for the Contract are contained in Attachment Three of the RFP for Project. The Contract consists of:
 - a. The original RFP and any addendums.
 - b. The documents and materials incorporated by reference in the RFP.
 - c. The Contactors' Proposals, as amended, clarified, and accepted by the State.
 - d. The documents and materials incorporated by reference in the Contractor's Proposal and subsequent accepted clarifications.
 - e. Any related amendments issued subsequent to Contract award.
2. The ODE and the Contractor shall notify the DAS, Office of Procurement Services within ten (10) business days in the event of a change in personnel, financial, or contact information.

The Contractor shall appoint a specific individual to be the Project coordinator and serve as the primary liaison with the ODE designated contact and meet at least monthly to review progress, expenditures and deliverables with the identified project contact from ODE. This individual must have and maintain the knowledge, skills, and experience needed to provide technical assistance to stakeholder groups, superintendents, and district leadership teams in essential components of the OIP, OLAC, and Ohio's Special Education Guidance Document.

3. The initial term of the Contract will be from the award date through June 30, 2010. The State may solely renew this Contract at the discretion of the Department of Administrative Services for a period of one month. The State may renew this Contract for six (6) additional one (1) year periods. The State may renew all or part of this Contract, and allow renegotiation of terms prior to each renewal, subject to the satisfactory performance of the Contractor and the needs of the State. The cumulative time of all mutual renewals may not exceed six years and are subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium.

* MUTUALLY AGREED UPON CLARIFICATIONS AND MODIFICATIONS (including the final negotiations which concluded on November 8, 2010). The following revisions to the Terms and Conditions have been mutually agreed upon. All other Terms and Conditions remain as stated in RFP#: CSP904009.

1. Suspension and Termination, paragraph 1 on page 33 of the RFP shall read:

The State may terminate this Contract if the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the Contractor. The State may also terminate this Contract if the Contractor violates any law or regulation in doing the Project, or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In any such case, the termination will be for cause, and the State's rights and remedies will be those identified below for termination for cause. In the event of termination of the Contract by the State, the Contractor will be reimbursed for costs incurred up until time of breach and subject to costs detailed in paragraph 5 of this section and non-cancelable commitments.

2. Indemnity, on page 39 of the RFP shall read:

A state entity cannot indemnify another state entity. Each party to the Contract will be responsible for its own acts and omissions.

3. Limitation of Liability, on page 39 of the RFP:

Item 2 is deleted.

4. Travel and ancillary expenses (e.g., facility expenses; contractor expenses including stipends, substitute teacher reimbursement, lodging, meals, etc.) must follow the rules of the state of Ohio as set forth by the Ohio Department of Budget and Management.

The Contractor shall ensure they keep in mind the fiduciary responsibilities of the State and our expectations with respect to what is a reasonably priced cost of doing business for the Contractors with whom a contract is executed. Travel guidelines can be found at the following URL address: <http://obm.ohio.gov/MiscPages/TravelRule/>.

* Indicates a modification of Contract deliverables.

DELIVERABLES. The State has identified the following objectives for this Project, and it will be the Contractor's obligation to ensure that the individuals the Contractor provides are qualified to meet the expected outcomes and report to ODE.

OBJECTIVE 1. Coordinate the development and alignment of tools and products with the Ohio Improvement Process and improve understanding of how such tools and products can be used by district and building teams to conduct comprehensive needs assessment, facilitate focused planning and implementation, and engage in ongoing monitoring of efforts to improve instructional practice and student performance.

Contractor Responsibilities:

1. Advise on and develop enhancements to the electronic application of the Decision Framework at the district, building and community schools levels;
2. Revise/refine the "Measure Up" tool to include/incorporate Value Added. Tool can be found at:

<http://www.ohioschoolleaders.org/dataTool/index.htm>

3. Improve understanding, through multiple delivery methods, of district and school personnel and others in how to use the decision framework and other tools related to implementation of the OIP.

Deliverables include the following:

1. Enhanced electronic versions of the Decision Framework, which includes updating and modifying the existing Decision Framework tool.
2. An updated, revised, and refined version of the "Measure Up" tool that incorporates Value Added.
3. Evidence of working with stakeholders to support high-quality implementation of the OIP and improve understanding of the ways in which relevant tools and products (e.g., Decision Framework, the Ohio Leadership Development Framework, Measure Up, Move Ahead) can and should be used by district and school-level/building leadership teams to more effectively use data to make decisions about where to spend their time, energy, and resources in improving instructional practice and learning for all students and student groups.

The Work Plan shall include plan for revising Web tools and plan for implementation. The implementation plan shall include locations and dates of proposed meetings (e.g., information sessions, trainings), along with proposed agenda and outline of materials.

OBJECTIVE 2. Provide logistical and technological support to facilitate the work of the Ohio Leadership Advisory Council and its related committees.

Contractor Responsibilities:

1. Support the OLAC, the Ohio Leadership Core Team, the OLAC subcommittees and the OLAC Web site.
2. Support the roll-out of the Ohio Leadership Development Framework.

Deliverables include the following:

1. Support for the OLAC and Ohio Leadership Core Team, including core team meeting summaries, technology support during and between meetings, maintenance and updating of the OLAC Web site as the work progresses; alignment of assessment and on-line PD with other tools, development of usable video footage, and incorporation of video streaming into OLAC and related tools, presentation of tools at meetings, and collecting feedback on tools.
2. Ongoing support of the roll-out of the Leadership Development Framework including videotaping, electronic support, and presentations.

The Work Plan shall include detailed proposed support plan for above deliverables.

OBJECTIVE 3. Increase understanding and use of the OIP and associated tools with district and building leadership teams from districts/schools identified under Ohio's differentiated accountability model, including those participating as test districts and evaluate the effects of OIP implementation on teaching and learning. Ohio's State Personnel Development Grant (SPDG), a USDOE/Office of Special Education Programs (OSEP) funded project, is designed to support the development of a unified system of education that meets the needs of all students, including those identified as having disabilities under the Individual with Disabilities Education Improvement Act (IDEA). In this way, the SPDG is providing a vehicle for moving past the traditional notion of special education as a separate system or subsystem that should respond to or interact with general education to a focus on creating a single unified system that can meaningfully build the capacity of every district to move all children to much higher levels of performance.

Contractor Responsibilities:

1. Develop an evaluation design and protocols for OIP implementation that incorporates high leverage indicators at the state, regional, district, and local level.
2. Evaluate progress of district-wide improvement of instructional practice and performance of all students through the development of effective leadership team structures (e.g., district leadership teams) as the work of the SPDG is carried out.
3. Expand use of evaluation processes, templates, and protocols, to other districts implementing the OIP with facilitation by regional providers.
4. Support regional/zone meeting sessions on effective implementation of the OIP, particularly on the part of district and building leadership teams.

Deliverables include the following:

1. Conduct interviews and focus groups as related to OIP implementation. Participation in the activities, as directed by ODE, of the Ohio State Personnel Development Grant (SPDG) to expand the implementation of the Ohio Improvement Process for school districts and implements a statewide leadership development model to close achievement gaps. ODE will provide a listing of possible participants for the interviews and focus groups. Contractor shall be responsible for providing locations for the interviews and focus groups along with all associated costs (excluding food for participants). There shall be at least sixteen (16) two-day interview/focus group sessions held throughout the state.
2. Support joint and individual zone meetings of the Ohio Association of Secondary School Administrators and Ohio Association of Elementary School Administrators held to share information about emerging tools as identified by ODE.

The Work Plan shall include locations and dates of proposed sessions, along with proposed agenda and outline of interview/focus group/zone meeting materials.

OBJECTIVE 4. Provide a relevant and appealing Ohio School Leaders Web site that will draw national attention with a focus on the OLAC and OIP.

Contractor Responsibilities:

1. Maintain and continuously update the Ohio School Leaders Web site to ensure that the information posted is of value to school leaders throughout Ohio.

Deliverables include the following:

1. Ongoing maintenance and continuous updating of the Ohio School Leaders Web site to ensure that the information posted is of value to school leaders throughout Ohio.
2. Post relevant resources and information as identified by ODE.

The Work Plan shall include proposed maintenance plan and timeline for posting new information and updating the Web site.

- * OBJECTIVE 5. Facilitate, organize and make available updates/revisions to ODE/OEC products, tools and services in multi-media formats to increase access for all constituents.

Contractor Responsibilities:

1. Maintain and revise (based on ODE/OEC input) Procedures and Guidance for Ohio Educational Agencies serving Children with Disabilities (Ohio's Guidance Document.).
2. Post the draft of Ohio's Guidance Document sections on the Ohio School Leaders Web site so interested parties throughout Ohio are able to review them.
3. Incorporate comments and submit the draft Guidance Document for review.
4. Develop a new Web site – edresources.org – to host the electronic version of the Guidance Document plus the State and federal resources relevant to the Document. It is possible that the current Web site, edresourcesohio.org may continue instead of a new Web site.
5. Post and maintain the approved Guidance Document and relevant resources.

- * Deliverables include the following: NOTE: Deliverables 7 through 11 have been added as complementary components for this deliverable

1. Edit draft of Ohio's Guidance Document based on the revised Ohio Operating Standards for Children with Disabilities as approved by the State Board. Revise draft based on final review by ODE/OEC. Draft shall be edited and posted within four to six weeks after receipt of file.
2. Post the revised draft on the Ohio School Leaders Web site for review and feedback from interested parties throughout Ohio.
3. Revise the draft based on the feedback from the field with final approval from ODE/OEC.
4. Develop a new Web site – edresources.org – to host the electronic version of the Guidance Document. Web site shall include relevant state documents such as the Ohio Operating Standards for Children with Disabilities as well as other pertinent state and federal resources.
5. Post the approved searchable Guidance Document and relevant resources.
6. Maintain the Web site and post ODE updates and news as directed by ODE.
7. Update ODE/OEC's report to districts on the State Performance Indicators (SPP) to include graphics and verbiage to support improved understanding of each district's SPP results and of the improvements that each district needs to make.
8. Support OEC to carry out the improvements specified in the Corrective Action Plan (CAP) including the development of an updated Monitoring Process
9. Develop additional scenarios for Going Places with a Standards-based IEP (GPS-IEP)
10. Develop scenario with script and ETR for a resource comparable to the GPS-IEP.
11. Develop an Accommodations Manual for Ohio that involves "Ohioizing" the CCSSO Accommodations Manual by incorporating desirable features from manuals from other states and adding information relative to Ohio.

The Work Plan shall include detailed plan and timeline to meet the above deliverables.

OBJECTIVE 6. Provide technical support and assistance needed to host the Diagnostic Team Web site, which includes the Diagnostic tool and Share Point, and facilitate training to ODE diagnostic team members related to updates and revisions to the diagnostic tool.

Contractor Responsibilities:

Host migrating of the current ODE Diagnostic Database, make security revisions, test, and continue to host the Diagnostic Team Web site (set up currently in process) to be used for data input of school district diagnostic profiles. Data for inclusion into the database will come from various sources, as directed by ODE.

Deliverable:

Provide training on the revised resources – electronically and in person. Contractor shall plan at least one all-day personal training session in Central Ohio. Contractor shall be responsible for providing location for training and all associated costs of the training (excluding food for participants).

The Work Plan shall include detailed plan and timeline for migrating data to the Diagnostic Database and training plan for the Diagnostic Team.

- * Indicates a modification of Contract deliverables.

OBJECTIVE 7: Create, coordinate and disseminate professional development academic content modules, including early learning content standards, and Standards-based Education in Ohio – Providing access to the general curriculum for students with disabilities, based on the updated Ohio Rules designed to improve achievement for all students to all 16 SST (State Support Teams) regions.

Contractor Responsibilities:

1. Utilize Ohio's regional Professional Development structure to customize module offerings to meet identified needs of local participants. This includes delivery of 48 Ohio Early Learning Content Standards (OELCS) Content Modules-Math, Science, and Social Studies (specific topics to be determined in coordination with regional Professional Development groups) in 16 ODE defined regions and the Delivery of 10 Integrated Curriculum Modules.
2. Initiate the development of a New Module targeted specifically for Special Education personnel-public school, Head Start, and ELI to focus specifically on:
 - a. Infusion of the early learning content standards into the IEP process
 - b. Alignment of required assessment approaches with the early learning content standards
 - c. Consideration of social-emotional competence in a standards based environment
3. Oversee the maintenance and updates to the above resources.

Deliverables include the following:

1. Maintain and update the 48 OELCS modules.
2. Work with the SST regions to determine targeted audience.
3. Participate in ODE and related meetings during the refinement of ODE resources related to the OELCS.
4. Participate in training on ODE resources as directed by ODE.
5. Coordinate presentations at OASSA-OAESA joint and individual zone meetings to present information about emerging resources as identified by ODE.
6. Presentations on topics directed by ODE at education related meetings.
7. Post the 48 OELCS and 10 Integrated Curriculum Modules to the existing Web site.
8. Create a new module targeted specifically for Special Education personnel, Head Start and ELI.

The Work Plan shall include detailed plan to meet the deliverables specified above.

OBJECTIVE 8: Adapt the Inter-Rater Reliability Tool to a Web-based tool.

Contractor Responsibilities:

1. Refining the Inter-Rater Reliability Tool to reflect changes in OEC's monitoring process. See Attachment Thirteen for Web site.
2. Creating a Web-based version of the Inter-Rater Reliability Tool.

Deliverables include the following:

1. Refined Inter-Rater Reliability Tool.
2. Web-based version of the Inter-Rater Reliability Tool.

The Work Plan shall include plan and timeline for refining the Inter-Rater Reliability tool and creating a Web based version.

OBJECTIVE 9: Development of a dedicated Web site with its own domain name that provides a link to the Ohio Department of Education's Web site. The domain name must be approved and registered by ODE. Content for the Web site shall be approved by the ODE prior to posting and will include items noted in objectives 1, 4, 5, 6, 7, and 8.

The Contractor shall also develop a method to communicate updates from the ODE to a variety of stakeholders with an emphasis on linking to communication systems already established by various groups and organizations, such as newsletters, listserves, etc. The Web site shall indicate that the project is supported by the Ohio Department of Education and the design of the site shall follow technical standards established by the ODE. The Web site must be accessible by a variety of browsers used by PC and Mac, such as Internet Explorer, Safari, Firefox, etc. A Web site tracking system shall be included in the design in order to collect statistical data on the use of the Web site and specific products available on the site.

A plan to develop a dedicated Web site that includes all information specified above and method for communicating updates shall be included in the Work Plan.

RESOURCES.

1. Ohio Department of Education Web site:

<http://education.ohio.gov/>

2. Ohio School Leaders Web site:

<http://www.ohioschoolleaders.org/dataTool/index.htm>

3. Procedures and Guidance for Ohio Educational Agencies serving Children with Disabilities , Ohio's Guidance Document.:

<http://www.edresourcesohio.org/>

4. Ohio Leadership Advisory Council Web site:

<http://www.ohioleadership.org/>

5. Individualized Education Program (IEP) Inter-rater Agreement Tool:

<http://education.ohio.gov/GD/Templates/Pages/ODE/ODEDetail.aspx?page=3&TopicRelationID=976&ContentID=6891&Content=49237>

COST SUMMARY

Title: Building Development of Tools, Structures and Processes for the Ohio Improvement Process
 RFP Number: CSP904009
 Index Number: EDU059M
 UNSPSC Number: 86000000
 OAKS Item Number: 15677
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<u>DESCRIPTION</u>	<u>COST</u>
OBJECTIVE 1. Development and alignment of tools and products with the Ohio Improvement Process.	\$ 80,494
OBJECTIVE 2. Provide logistical and technological support to facilitate the work of the Ohio Leadership Advisory Council (OLAC).	\$ 12,000
OBJECTIVE 3. Conduct interviews and focus groups as related to OIP implementation.	
a. Cost for 16 two-day sessions to be held throughout the State.	\$ 127,273
b. Cost for additional two-day session.	\$ 17,580
OBJECTIVE 4. Update and maintain the Ohio School Leaders Web site.	\$ 10,975
* OBJECTIVE 5. Facilitate, organize and make available updates/revisions to ODE/OEC products, tools and services in multi-media formats.	\$ 231,078
OBJECTIVE 6. Provide technical support and assistance needed to host the Diagnostic Team Web site.	
a. Cost to migrate ODE Diagnostic Database and add data as directed.	\$ 13,095
b. Cost for electronic training	\$ 7,310
c. Cost for one all-day training session in Central Ohio.	\$ 4,175
d. Cost for additional one-day training session.	\$ 4,175
OBJECTIVE 7. Create, coordinate, and disseminate professional development academic content modules.	\$ 471,566
OBJECTIVE 8. Adapt the Inter-Rater Reliability Tool to a Web-based tool.	\$ 29,239
OBJECTIVE 9. Development of a dedicated Web site with its own domain name that provides a link to the Ohio Department of Education's Web site.	\$ 70,000
* Total "Not to Exceed Cost" (FY 2011)	 \$ 1,078,960

All costs must be in U.S. dollars.

CONTRACT PRICING FOR PREVIOUS CONTRACT TERMS:

The "Not to Exceed Cost" shall not exceed \$677,361.00 for the period up to June 30, 2009 and \$962,000.00 for the period July 1, 2009 to June 30, 2010.

There will be no additional reimbursement for travel or other related expenses not included in the Not to Exceed Cost.

* Indicates a change in price for Objective 5 and the Not-to-Exceed" fiscal year cost.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

CONTRACT NO.: CSP904009-1 (06/30/11)

0000057810
The Ohio State University Research Foundation
1960 Kenny Road
Columbus, OH 43210-1063

TERMS: Net 30 Days

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CONTRACTOR'S CONTACT:

Dr. Dennis Sykes
The Ohio State University Research Foundation
Center for Special Needs Population
1960 Kenny Road
Columbus, OH 43210-1063

Office: (614) 292-1160
Fax: (614) 292-6505
E-Mail: sykes.3@osu.edu

* Indicates change in Contractor e-mail address.

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SUMMARY OF AMENDMENTS

<u>AMENDMENT NUMBER</u>	<u>REVISION DATE</u>	<u>DESCRIPTION</u>
4	11/29/10	To modify Objective 5 deliverables; incorporate additional terms and conditions; repaginate the document accordingly beginning with page 2 of the last revised Contract; change Cost Summary information required by the change in the deliverables related to Objective 5; correct the e-mail information for the Contractor's point of contact; and modify the Summary of Amendments page.
3	08/05/10	Update contract pricing for renewal: July 1, 2010 through June 30, 2011.
2	07/01/10	Contract renewed through June 30, 2011.
1	07/24/09	Update contract pricing.

* To indicate a change to the Summary of Amendments page.