



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: Teacher Leader Cohorts for Inclusionary Practices

CONTRACT NUMBER: CSP906112

EFFECTIVE DATES: April 16, 2012 TO June 16, 2013

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP906112 that opened on 02/29/2012. 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:

Patrick Means, CPPB
patrick.means@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

REVISIONS TO TERMS AND CONDITIONS

1. Page 27, Paragraph 16, Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA): As a state institution of higher education as defined in section 3345.011 of the Revised Code, the Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA) provisions in Attachment Two: Requirements of Proposal do not apply to Contractor and is hereby deleted.
2. Page 27, Paragraph 18, Banning the Expenditure of Public Funds on Offshore Services, shall be deleted. The second paragraph under Banning the Expenditure of Public Funds on Offshore Services on Page 32 shall be deleted.
3. Page 32, Subcontracting. The second paragraph under Subcontracting on Page 32 shall be amended to read as follows: The State's approval of the use of subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor will hold the State harmless against any such claims.
4. Page 33, State Personnel. This paragraph shall be amended to read as follows: During the term of this Contract and for one (1) year after completion of the Project, the Contractor's Center for Special Needs Population will not hire or otherwise contract for the services of any state employee involved with the Project.
5. Page 35, Suspension and Termination: Paragraph 11 of this section shall be amended to read as follows: Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination. Each subcontractor will hold the State harmless for any damage caused to them from a suspension or termination. They will look solely to the Contractor for any compensation to which they may be entitled.
6. Page 38, Confidentiality. Paragraph 3 shall be amended to read:

The Contractor will not be liable for any unintentional disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it normally takes to safeguard its own secrets.
7. Pages 38 to 40, Handling of the State's Data. The following sentence shall be added after the last paragraph of this section on page 43: Contractor will exercise at least the same degree of care as it normally takes to safeguard its own data.
8. Page 40, Ownership of Deliverables. The first sentence of Paragraph 1 shall read as follows: With the exception of any discoveries, inventions or patents for which Contractor retains all rights and interests pursuant to Section 3345.14 of the Revised Code, all deliverables produced by the Contractor and covered by this Contract, including any software modifications, and documentation, shall be owned by the State, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. The State grants to Contractor a non-exclusive, royalty-free, perpetual license to use any deliverable produced for educational and research purposes.
9. Page 40, License in Commercial Materials: The fourth paragraph under this section shall be deleted and replaced with the following: Contractor retains all rights and interest in any discoveries, inventions or patents under Section 3345.14 of the Ohio Revised Code.
10. Page 42 and 43, General Warranties; Software Warranty; Equipment Warranty; General Exclusion of Warranties. The word "warrants" found in any paragraph of these sections shall be changed to "represents" and the word "warranties" shall be changed to "representations."
11. Page 43, Indemnity. As a state institution of higher education as defined in section 3345.011 of the Revised Code, the Indemnity provisions in Attachment Three, General Terms and Conditions, Part Four: Representations, Warranties, and Liabilities do not apply to Contractor and are hereby deleted.
12. Page 43, Limitations of Liability. The second numbered paragraph shall be deleted.

Teacher Leader Cohorts for Inclusionary Practices
 CSP906112

UNSPSC CATEGORY CODE: 80000000, 80100000, 86000000

BUDGET: \$350,000.00 NOT TO EXCEED TOTAL PROJECT COST

Description	Cost
Orientation expenses for new cohort to include: development of syllabus; development of tiered system of support; cost of materials provided to participants, etc.	\$50,000
Recruitment of teacher leader and protégé teams	\$23,276
Implementation of intensive mentoring and coaching support for first year teacher leaders to include employer support.	\$200,000
Implementation of support for second and third year teacher leaders to include employer support.	\$20,000
Development and implementation of a community of practice with partnering administrators.	\$20,000

Description	Cost
Conduct an evaluation of the project.	\$35,000

OFFEROR'S "NOT TO EXCEED COSTS"

All costs must be in U.S. Dollars.

The State will not be responsible for any costs not identified.

There will be no additional reimbursement for travel or other related expenses.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: CSP906612-1 (04/16/12)

21735
The Ohio State University Office of Sponsored Programs
(on Behalf of the Center for Special Needs Populations)
1960 Kenny Road
Columbus, OH 43210

TERMS: Net 30

CONTRACTOR'S CONTACT:

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