REQUEST FOR PROPOSALS (RFP)

RFP NUMBER: EDUD201235600

DATE ISSUED: June 5, 2012

ELIGIBILITY: Open to All Providers

The State of Ohio Department of Education is requesting Resumes for:

TITLE: Ohio Improvement Process Implementation Review Contractor

INQUIRY PERIOD BEGINS: June 5, 2012

INQUIRY PERIOD ENDS: June 14, 2012 8:00 A.M. Eastern

PROPOSAL DUE DATE: June 22, 2012 Time: 12 PM Eastern

PROPOSAL OPENING DATE: June 29, 2012

ESTIMATED AWARD DATE: July 6, 2012

Section 1: Background

Sections 1116 and 1117 of the Federal No Child Left Behind (NCLB) Act require states to provide support and technical assistance to districts and schools not making adequate yearly progress. To fulfill that responsibility, the Ohio Department of Education (ODE) has described a district/school improvement process that relies on both quantitative and qualitative data to guide school districts and schools in making critical decisions for improvement. Ohio has chosen to participate in the US Department of Education Differentiated Accountability initiative in an effort to help Local Education Agencies (LEAs) better manage improvement in their schools and make systematic changes to improve instruction and student achievement. The Ohio Model of Differentiated Accountability will also help the state accelerate support and better target resources, technical assistance and interventions to the LEAs that need the most assistance.

Section 2: Objectives

The Ohio Improvement Process (OIP) is designed to help LEAs improve student performance by utilizing scientifically research-based practices and identifying areas of need, developing plans and monitoring implementation. The Ohio Improvement Process Implementation Review (OIPIR) relies on skilled contractors, external to the LEA as well as standardized protocol for data collection and analysis. In addition, the OIPIR may include telephone interviews, a tour of

the school building and/or district central office, classroom observations, interviews with select individuals or groups, document reviews, and analysis of data to determine positive aspects and opportunities for improvements and/or need for support in LEA buildings. The focus of the OIPIR is on the educational system and OIP implementation, not on evaluation of individual teachers or administrators.

Contractors will receive training in the following areas:

• Research evidence which supports the OIP and Differentiated Accountability;
• Observation and interview skills focusing on the reliability of results across reviewers;
• Use of OIP tools and protocols provided by ODE to facilitate LEA improvement in student achievement.
• Understanding and providing technical assistance with regard to the OIP; and
• Conducting effective Ohio Improvement Process Implementation Reviews.
• Providing follow-up on School Improvement Diagnostic Review recommendations.

Section 3: Overview of the Scope of Work

The Ohio Department of Education is seeking resumes from qualified third-party applicants to conduct Ohio Improvement Process Implementation Reviews, and provide support and technical assistance to LEAs identified in Ohio's Differentiated Accountability Model.

In collaboration with ODE, the role of the Ohio Improvement Process Implementation Review Contractor is to conduct the following activities from August 15, 2012 through June 30, 2013:

1. Attend and actively participate in initial training in August/September 2012. Attend and actively participate in all other required trainings and debriefing sessions as determined by the Ohio Department of Education, Office of The Ohio Network for Innovation & Improvement and Office of Educational Reform.
2. Review LEA available data/information in preparation for OIPIRs.
3. Review school district and/or community school responses to OIPIR assurance survey
4. Conduct telephone interviews to survey respondents and/or other LEA personnel regarding matters related to OIPIR responses. Request documentation/data/information from LEA as needed.
5. Make inquiry regarding technical assistance needed by LEA for full implementation of OIP, as well as document, communicate and facilitate the provision of the support and technical assistance needed by the LEA with and through the regional Single Point of Contact (SPoC).
6. Review OIPIR district information data in preparation for on-site visit.
7. Conduct on-site OIPIR visitations following The Office of The Ohio Network for Innovation & Improvement protocol, and conduct exit conferences at end of visit with superintendent and/or LEA contact person
8. Following on-site visitations facilitate the completion and delivery of site review exit summary letters to LEA superintendent, and/or contact person if not the superintendent, which summarize observations/findings and will if appropriate, include recommendations for improving the implementation of OIP.
9. Document all contact with the LEA related to the OIPIR on the proper in-house form(s) or computer application.
10. Work in collaboration with the Ohio Department of Education Offices of The Ohio Network for Innovation and Improvement, The Office of Educational Reform and Regional State Support

Teams to provide follow up implementation assistance and support to Early Warning Focus and Priority School buildings resulting from a School Improvement Diagnostic Review.
11. Provide technical assistance and support, in collaboration with Regional State Support Teams, to Low Support LEAs as identified in Ohio Differentiated Accountability Model.

Section 4: Contractor Qualifications
Individuals with a master's degree in education related studies with a minimum of 5 years teaching or other educationally related work experience of which at least 3 years are administrative or supervisory are encouraged to submit a resume in response to this Request for Resumes. Individuals with superintendent experience and knowledge of the Ohio Improvement Process and the State's Differentiated Accountability Model are preferred. Principal experience or equivalent experience working at the state or regional education support level is required.

Applicants must demonstrate:
• An understanding of federal and state law applicable to the education of students;
• An understanding of how schools operate; an understanding of Ohio's academic content standards, and the implications for and benefits of standards-based instruction;
• An understanding of the Ohio Improvement Process and the Differentiated Accountability Model.
• Familiarity with data analysis and reporting;
• Ability utilizing hardware and software available to manipulate currently available data and to collect any additional data needed to prepare for and complete on-site reviews and resulting reports;
• Excellent written and oral communication skills; and
• An ability to work individually and as part of a team.
The Ohio Department of Education anticipates funding multiple awards. The project will begin upon final negotiations and approval of the State Controlling Board (if required) and will commence August 15, 2012 and end June 30, 2013. Successful contractors will invoice the department on a monthly basis detailing the hours attached to specific deliverables.

Section 5: Special Work
The Contractor will be responsible for all travel expenses and/or transportation charges incurred as a result of the awarded contract. Successful Contractors are also responsible for providing their own technology needed for completion of deliverables (e.g. computer, cell phone, printer, supplies, etc.).

Section 6: Inquiry
All questions regarding this RFP should be submitted online only. Accordingly, the Department will post responses online so that interested vendors may access and share the same information. (**Note:** Inquiry function is not available after 8:00 A.M. Eastern on the closing date for inquiry. The system shuts down early to allow time to process responses.)

Section 7: Submission Information
Proposals must reference the RFP number above and should be submitted:
Either by email to:

Name: Pamela VanHorn, Director
Email Address: pamela.vanhorn@education.ohio.gov

Please also email a copy to:

Name: Amadu Sankoh, Agency Procurement Officer
Email Address: **Amadu.sankoh@ode.state.oh.us**

OR by Regular mail to:

Name: Pamela VanHorn, Director

Address: Ohio Department of Education
Office of The Ohio Network for Innovation & Improvement
25 South Front Street, Mail Stop 401
Columbus, Ohio 43215

Please also mail a copy to:

Amadu Sankoh, Agency Procurement Officer
25 South Front Street, Mail Stop G
Columbus, OH 43215

Do Not Write Below this Line – Vendor Guidance Only

Proposal Format (For Vendor Response)

Signed Cover Letter (Required – as acceptance of all the terms of this RFP))
Work Plan (Required – Must Reference RFP) Number on cover page)
Cost Summary (Required – Specify pricing for each deliverable per Work Plan)
Offeror Profile: (Optional, unless specifically required)
Staffing Plan for Work Plan in 3(A): (Optional, unless specifically required)

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

_____ _____

(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

_____ _____

(Name) (Address, City, State, Zip)

_____ _____

(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

_____ _____

(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

_____ _____

(Name) (Address, City, State, Zip)

_____ _____

(Name) (Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

(Address)	(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

OTHER IMPORTANT INFORMATION FOR VENDORS:

The State may reject any Proposals or unsolicited Proposal amendments that are received after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Offerors must also allow for potential delays due to increased security. The State may reject late Proposals regardless of the cause for the delay.

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP), fails to comply with the procedure for participating in the RFP) process, or the offeror's Proposal fails to meet any requirement of this RFP). The State may also reject any Proposal that it believes is not in its interests to accept and may decide not to do business with any of the offerors responding to this RFP).

By submitting a Proposal, the offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The State is not responsible for the accuracy of any information regarding this RFP) that was gathered through a source different from the inquiry process described in this RFP).

The State will not be liable for any costs incurred by any offeror in responding to this RFP), even if the State does not award a contract through this process. The State may decide not to award a contract for the work. The State may also cancel this RFP) and contract for the work through some other process or by issuing another RFP).

Ohio Revised Code (ORC) Section 9.24 prohibits the State from awarding a contract to any offeror(s) against whom the Auditor of State of Ohio has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a proposal, the offeror warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under ORC 9.24, prior to the award of any contract arising out of this RFP), without notifying the Agency of such finding.

The successful offeror(s) will be required to enter into a contract with the Ohio Department of Education upon reaching agreement on terms and conditions for such contract prior to providing any services to the Department. The provisions of such contract are not valid and enforceable until the availability of funds is certified by and approved by the Office of Budget and Management, in accordance with Chapters 126.07 and 131.33 of the Ohio Revised Code. The Department is not obligated to pay for services performed prior to such OBM certification.

All proposals and other materials submitted will become the property of the State and may be returned only at the option of the State. Proprietary information should not be included in a proposal or supporting materials because the State will have the right to use any materials or ideas submitted in any proposal without compensation to the offeror. Additionally, all proposals will be open to the public after a contract has been awarded. The State will retain all proposals, or copies of the proposals, as part of the contract file for at least three years. After the retention period, the State may return, destroy, or otherwise dispose of the proposals or copies of the same.

The following is a sample contract which shall be signed between the Department and the selected vendor:

CONTRACT FOR PERSONAL SERVICES

I. AGENCY AND VENDOR INFORMATION

This agreement is made by and between the State of Ohio, Department of Education, 25 S. Front Street, Columbus, OH 43215, hereinafter termed the "Department" and Contractor Name**,** Street address Suite #, City, State, Zip Code, and **OAKS Vendor ID** 0000000000, hereinafter termed the "Contractor."

II. SERVICES, DISCLOSURE OF LOCATION OF SERVICES AND DATA

The Contractor agrees to provide the following services at Street address Suite #, City, State, Zip Code, Country; and state Data applicable to this contract will be maintained or made available at (Street address Suite #, City, State, Zip Code, Country/ no state Data is applicable to this contract):

Detailed services to be provided by the vendor here

During the performance of this contract, the Contractor shall not change the location(s) of the country where services are performed, or change the location(s) of the country where the data are maintained or made available without prior written approval of the Department, if applicable.

III. EFFECTIVE DATE

This contract is effective beginning upon approval by the Controlling Board / or July 1, 2XXX and ends on June 30, 2XXX. The provisions of this contract are not valid and enforceable until the availability of funds is certified by and approved by the Office of Budget and Management, in accordance with Chapters 126.07 and 131.33 of the Ohio Revised Code. The Department is not obligated to pay for services performed prior to such OBM certification.

IV. TERMINATION, SUSPENSION, REDUCTION OF SCOPE OF WORK, AND REMIDIES

1. Contract Termination. If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the Department may terminate this Contract in accordance with this section. The termination will be effective on the date delineated by the Department.

a. Termination for Default. If Contractor's default is unable to be cured in a reasonable time, the Department may terminate the Contract by written notice to the Contractor.

b. Termination for Unremedied Default. If Contractor's default may be cured within a reasonable time, the Department will provide written notice to Contractor specifying the default

and the time within which Contractor must correct the default. If Contractor fails to cure the specified default within the time required, the Department may terminate the Contract.

c. Termination for Persistent Default. The Department may terminate this Contract by written notice to Contractor for defaults that are cured, but are persistent. "Persistent" means three or more defaults. After the Department has notified Contractor of its third default, the Department may terminate this Contract without providing Contractor with an opportunity to cure, if Contractor defaults for a fourth time. The four defaults are not required to be related to each other in any way.

d. Termination for Endangered Performance. The Department may terminate this Contract by written notice to the Contractor if the Department determines that the performance of the Contract is endangered through no fault of the Department.

e. Termination for Financial Instability. The Department may terminate this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.

f. Termination for Delinquency, Violation of Law. The Department may terminate this Contract by written notice, if it determines that Contractor is delinquent in its payment of federal, Department or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a Department agency or political subdivision. The Department also may cancel this Contract, if it determines that Contractor has violated any law during the performance of this Contract. However, the Department may not terminate this Contract if the Contractor has entered into a repayment agreement with which the Contractor is current.

g. Termination for Subcontractor Default. The Department may terminate this Contract for the default of the Contractor or any of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the Department for any liability to them.

Subcontractors will hold the Department harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Contractor for any compensation to which they may be entitled.

h. Termination for Failure to Retain Certification. Pursuant to section §125.081 of the Revised Code, the Department may set aside a bid for supplies or services for participation only by minority business enterprises (MBE's) as certified by the Department of Ohio, Equal Opportunity Coordinator. After award of the Contract, it is the responsibility of the MBE Contractor to maintain certification as a MBE. If the Contractor fails to renew its certification and/or is de-certified by the Department of Ohio, Equal Opportunity Coordinator, the Department may immediately cancel the Contract.

i. Termination for Convenience. The Department may terminate this Contract for its convenience after issuing written notice to the Contractor. If the termination is for the

convenience of the Department, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only after the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined by the Department to be owing to the Contractor.

j. Termination for Loss of Funding. This contract may be terminated immediately in the event there is a loss of funding, or upon discovery of non-compliance with any applicable Federal or Department laws, rules or regulations, and a notice specifying the reasons for termination shall be sent as soon as possible after the termination to the persons signing this contract. Upon receipt of the notice of cancellation or termination, the Contractor shall take all necessary and appropriate action to avoid the incurrence of additional costs by the Contractor or sub-Contractors. The Department shall be obligated to pay in accordance with the terms of this contract for only those services rendered under the contract prior to the Contractor's receipt of the notice of termination or cancellation, less any amounts already paid for such services and less any damages that may be assessed by the Department for Contractor's nonperformance or unsatisfactory performance under the contract.

k. Reduction of Scope of Work. The Department reserves the right to reduce the outstanding balance of this contract in accordance with reduction in the scope of work or funding or both. Written notice of such reduction including the dollar amount of the reduction and the specific activities being cancelled shall be sent or otherwise delivered to the persons signing this contract.

l. Termination, Effectiveness, Contractor Responsibilities. The notice of termination whether for cause or without cause will be effective as soon as Contractor receives it. Upon receipt of the notice of termination, Contractor will immediately cease all work on the Project, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs the Contractor will incur related to this Contract. The Contractor will immediately prepare a report and deliver it to the Department. The report must detail either the work completed at the time of termination or the orders received and not processed prior to termination, and if applicable, the percentage of the Project's completion, estimated time for delivery of all orders received prior to termination, any costs incurred by the Contractor in doing the Project to date and any deliverables completed or partially completed but not delivered to the Department at the time of termination. Any and all work, whether completed or not, will be delivered to the Department along with the specified report. However, if delivery in that manner would not be in the Department's interest, then the Contractor will propose a suitable alternate form of delivery.

2. Contract Suspension. If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the Department may suspend rather than terminate this Contract where the Department believes that doing so would better serve its interest.

In the case of a suspension for the Department's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the Department's convenience or the

Contractor may be entitled to compensation for work performed before the suspension, less any damage to the Department resulting from the Contractor's breach of this Contract or other fault.

The notice of suspension, whether with or without cause will be effective immediately on the Contractor's receipt of the notice. The Contractor will immediately prepare a report and deliver it to the Department as is required in the case of termination.

3. Contract Remedies:
a. Actual Damages. Contractor is liable to the Department of Ohio for all actual and direct damages caused by Contractor's default. The Department may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The Department may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.

b. Liquidated Damages. If actual and direct damages are uncertain or difficult to determine, the Department may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day that the default is not cured by the Contractor.

c. Deduction of Damages from Contract Price. The Department may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, upon prior written notice to being issued to the Contractor by the Department.

V. COMPENSATION

In recognition of these services, the Department agrees to pay the Contractor a lump sum of $00,000.00 upon completion or $00.00 per hour or per deliverable completed as detailed above, not to exceed $00,000.00 for services. Travel expenses shall not be reimbursed under this contract pursuant to Ohio Administrative Code, OAC 126-1-02(G). The total amount of the contract shall not exceed $00,000.00 in FY XXXX and $00,000.00 in FY XXXX.

VI. INVOICING, PAYMENT AND OTHER PROVISIONS

Payment shall be made upon the submission of an invoice approved by Department employee coordinating this service. Invoices shall include itemization of services by date services were provided, number of hours worked or deliverables completed, the rate per hour or the price per deliverable completed, and the amount due. The final invoice under this contract will be submitted by the Contractor to the Department no later than forty-five (45) days after the Contract expiration date or after the end of each state fiscal year, if the contract is in effect for multiple years.

VII. UNRESOLVED FINDINGS FOR RECOVERY

The Department shall not award a contract for goods, services, or construction, paid for in whole or in part with State funds, to any Contractor against whom a finding for recovery has been issued by the auditor of state, if the finding for recovery is unresolved, pursuant to the provisions

of § 9.24 of the Ohio Revised Code. Contractor warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. § 9.24. If the warranty is deemed to be false, the contract is void *ab initio* and the Contractor must immediately repay to the State any funds paid under this contract. If the Contractor does have any unresolved finding(s) for recovery subsequent to the award of this contract, the Contractor must immediately notify the Department of such finding(s).

VIII (A): DECLARATION OF MATERIAL ASSISTANCE (DMA)

The Department shall not conduct business with, provide funding to, receive more than $100,000 of funding from any person, company, affiliated group, or organization, or any person who has a controlling interest in a company, affiliated group, or organization unless that person, company, affiliated group, or organization completes the Precertification of Declaration of Material Assistance/Non-assistance (DMA), pursuant to § 2909 of the Ohio Revised Code. The DMA precertification may be completed online through the Ohio Business Gateway website, http://obg.ohio.gov. If you are unable to complete the precertification forms electronically, please complete the forms sent to you by the Department and return them to us for processing. The DMA form is used to identify whether a current or future Contractor has provided material assistance to an organization listed on the Terrorist Exclusion List (TEL), as published by the U.S. Department of State through the Ohio Department of Public Safety. Ohio Revised Code § 2909 requires the Department to provide a copy of the DMA form, along with the TEL, to any entity that is not pre-certified prior to doing business with, provide funding to, or receiving funding from that entity. A "yes" answer or the Contractor's failure to answer any question on the DMA form constitutes a positive response, thus rendering the contract with the Department null and void. If the Contractor takes future action that would result in an answer of "yes" to a question on the DMA form, the Contractor shall immediately notify the Department of such action.

VIII (B): SUSPENSIONS AND DEBARMENTS

State agencies are prohibited from awarding a contract for supplies or services, funded in whole or in part with federal and/or state funds, to a business or person who appears on any debarment list. Current lists include but are not limited to the: (1) Federal List of Excluded Parties Listing System, located at http://epls.arnet.gov/, (2) Ohio Department of Transportation Debarred List, Located at http://dot.state.oh.us, or (3) DAS Debarment List, located at www.ohio.gov/procure. If the Contractor appears on any of these debarment lists or other lists established by a Federal, State, or local government agency subsequent to the award of this contract, the Contractor shall immediately notify the Department of such development(s).

IX. DISCRIMINATION AND AFFIRMATIVE ACTION PLAN

The Department does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability on employment or in providing services. The Contractor agrees to abide by State and applicable Federal nondiscriminatory policies while performing services under this contract, including Ohio Revised Code § 125.111(B), which provides that "all" Contractors from whom the state or any of its political subdivisions make purchases shall have a written

affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E) (1) of Section 122.71 of the Revised Code. Annually, each such Contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the Department of administrative services. Accordingly, the Contractor has submitted an affirmative Action Program Verification Form to the Equal Opportunity Division located at http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx to comply with the affirmative action requirements pursuant to the Ohio Revised Code § 125.111(B).

X. PURCHASE, USE OR TRANSFER OF ILLEGAL SUBSTANCES

The Contractor certifies that while working on state property, the Contractor will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way pursuant to § 123:1-76-12 of the Ohio Administrative Code.

XI. CONTRACTOR RELATIONSHIP TO AGENCY

The Contractor will not be considered as an employee of the state of Ohio or the Department for all purposes, including but not limited to the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contribution Act, the provisions of the Internal Revenue Code, Ohio tax law, workers' compensation law and unemployment insurance law.

XII. WORKER'S COMPENSATION COVERAGE

The Contractor is not entitled to Worker's Compensation or other employee benefits offered by the Department. It is strongly advised that the Contractor obtain independent Worker's Compensation coverage. The Department will not be held liable for injuries received while working because of the negligence of the Contractor or third party.

XIII. INDEPENDENT ENTERPRISE

The Contractor agrees that it is a separate and independent enterprise from the state and from the Department. The Contractor has a full opportunity to find other business and has made an investment in its business. This contract is not to be construed as creating any joint employment relationship between the Contractor and the Department or the State of Ohio.

XIV. OHIO ETHICS LAW

The Contractor certifies that, if the Contractor is a member of any other state agency, an employee or elected official of any other governmental body or a former employee of the state of Ohio, the acceptance of this contract will not violate the provisions of the Ethics law pursuant to § 102 of the Ohio Revised Code.

In accordance with Executive Order 2007-01S, Vendor or Grantee, by signature on this document, certifies that it: (1) has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws; and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.

The Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code § 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code § 3517.13.

XV. EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES: REQUIREMENTS, TERMINATION, SANCTION, DAMAGES

The Contractor affirms that it has read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of at least **ten percent** of the value of the Contract.

The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

XVI. ASSIGNMENT OF RIGHTS

Neither this contract, nor any rights, duties nor obligations described herein shall be assigned by the Contractor without the prior express written consent of the Department.

XVII. APPLICABLE LAWS

The terms and conditions of this contract shall be construed in accordance with the applicable laws and rules of the State of Ohio and the United States, and only Ohio courts shall have jurisdiction over any action or proceeding concerning this contract and/or performance thereunder.

In Witness whereof, the parties have caused this agreement to be executed

Signature: _____ Date: _____

Contractor Name

Contractor

Signature: _____ Date: _____

Stan W. Heffner

Superintendent of Public Instruction