



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: FORMATIVE ASSESSMENT IN MIDDLE SCHOOL (FAMS) - RACE TO THE TOP

CONTRACT NUMBER: CSP902012

EFFECTIVE DATES: 08/26/11 TO 08/31/14

* Renewal through 08/31/15

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP902012 that opened on July 6, 2011. 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:

Therese Gallego, CPPB
therese.gallego@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

*Indicates change 09/01/14.

REVISED TERMS AND CONDITIONS.

The following revisions to the Terms and Conditions have been mutually agreed upon. All other Terms and Conditions remain as stated in CSP902012.

Insurance, page 5

- a. As a state entity, the Ohio State University does participate in the Ohio Workers' Compensation fund.
- b. The Ohio State University shall maintain policies of general liability insurance and property and casualty insurance throughout the term of the contract, in the amounts specified in the RFP. The state of Ohio is not listed as an additional insured as the Ohio State University is already an entity of the state of Ohio.
- c. The Ohio State University is self-insured for auto fleet coverage.

Confidentiality, page 10

Paragraph 4, clarification: This refers to any confidential information that OSU may collect or receive as part of this project. Employees with access to such confidential information shall sign a confidentiality agreement.

Ownership of Deliverables, page 12

Add the following sentence: Contractor shall have the right to use the data for Contractor's own internal, non-commercial educational, training or research purposes.

Warranties, pages 14- 15

GENERAL WARRANTIES. The Contractor represents that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) Be in accordance with sound professional standards and the requirements of this Contract and without any material defects; (2) Unless otherwise provided in the RFP, be the work solely of the Contractor; and (3) No Deliverable will infringe on the intellectual property rights of any third party.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor represents that: (1) The Contractor has the right to enter into this Contract; (2) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control; (4) The Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) All hardware, software, firmware, and similar devices and materials provided under this Contract will be designed to operate without regard to the turning of a century and process dates in a manner that takes into account dates occurring before and after the turning of a century; and (6) The Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State.

The representation regarding material defects is a 1-year representation. All other representations will be continuing representations. If any portion of the Project fails to comply with these representations, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for such portion of the Project. The Contractor will also indemnify the State for any direct damages and claims by third parties based on a breach of these representations. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one (1) of the following four (4) things: (1) Modify the Deliverable so that it is no longer infringing; (2) Replace the Deliverable with an equivalent or better item; (3) Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) Remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

SOFTWARE WARRANTY. If this Contract involves software as a Deliverable, then, on acceptance and for 12 months after the date of acceptance of any Deliverable that includes software, the Contractor represents as to all software developed under this Contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, the Contractor's Proposal, and the RFP; (b) the software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated in a Deliverable, the Contractor represents that it has done 1 of the following 3 things: (a) obtained the right from the third-party licensor to commit to the representation and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those representations and maintenance obligations directly to the State; or (c) fully disclosed in the RFP any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated in a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP (or any attachment referenced in the RFP) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the State with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the representations and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the entire System. The Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code will be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

EQUIPMENT WARRANTY. If any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery ("Equipment") will be a part of any Deliverable, the following representations apply. The Contractor represents that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also represents for 1 year from the acceptance date of the Equipment that the Equipment will perform substantially in accordance with specifications described in the RFP, the user manuals, technical materials, and related writings published by the manufacturer for the Equipment. The foregoing representations will not apply to Equipment that is modified or damaged after title passes to the State.

The Contractor will notify the State in writing immediately upon the discovery of any breach of the representations given above.

The Contractor's will do the following if any Equipment does not meet the above representations:

1. Cause the Equipment to perform as required, or, if that is not commercially practicable, then;
2. Grant the State a refund equal to the amount the State paid for the Equipment or, if such has not been individually priced, the manufacturer's suggested retail price for the Equipment.

Except where the Contractor's breach of a warranty makes it not possible for the State to do so, the State will return the affected Equipment to the Contractor in the case of a refund under the previous paragraph.

COST SUMMARY

CSP902012
 Formative Assessment in Middle School (FAMS) Pilot Project

OAKS Item Number: 19543

DESCRIPTION	COST
<p style="text-align: center;"><u>FALL 2011</u> (anticipated completion 12/31/2011)</p> <p><u>COHORT 1</u></p> <p>Work with ODE leadership to implement Pilot:</p> <ol style="list-style-type: none"> 1. Develop entire schedule for Cohort 1 with ODE 2. Work with ODE to prepare professional development for Cohort 1 for Fall 2011 <p>Communicate with pilot participants:</p> <ol style="list-style-type: none"> 1. Communicate schedules with all participants of Cohort 1 <p>Development:</p> <ol style="list-style-type: none"> 1. Develop and provide formative assessment process models for middle school subjects (ELA and math) which are aligned to the Common Core State Standards 2. Develop and provide materials and PD on formative assessment as a practice for improving instruction and learning tailored for middle school students 3. Provide background and strategies for developing a Community of Practice 4. Develop formative assessment takeaway tasks/methods for participants' homework <p>Professional Development:</p> <ol style="list-style-type: none"> 1. Secure locations for professional development sessions 2. Provide supplies and materials (including flip cameras for classroom documentation) 3. Deliver professional development for Cohort 1 (2 days) to all participants (teachers, administrators, coaches and content experts) 	<p style="text-align: right;">\$ 11,725.00</p> <p style="text-align: right;">\$ 10,750.00</p> <p style="text-align: right;">\$ 61,500.00</p> <p style="text-align: right;">\$ 47,250.00</p>
<p>SEMI-ANNUAL SCHOOL YEAR SUBTOTAL</p>	<p style="text-align: right;">\$131,225.00</p>

<u>SPRING 2012</u> <u>(anticipated completion 6/30/2012)</u>	
<u>COHORT 1</u>	
Work with ODE leadership to implement Pilot:	\$ 15,100.00
1. Work with ODE to prepare professional development for Cohort 1 for Spring 2012	
Communicate with pilot participants:	\$ 14,000.00
1. Communicate reminders of scheduled PD with all participants of Cohort 1	
Development:	\$ 51,325.00
1. Develop and provide formative assessment process models for middle school subjects (ELA and math) which are aligned to the Common Core State Standards	
2. Develop and provide materials on the implementation of formative assessment as a practice for improving instruction and learning tailored for middle school students	
3. Develop and provide strategies and methods for participants on how to develop their own formative assessment methods for gathering evidence of student knowledge	
4. Provide background and strategies for maintaining a Community of Practice	
Professional Development:	\$ 46,500.00
1. Secure locations for professional development sessions	
2. Provide supplies and materials	
3. Deliver professional development for Cohort 1 (2 days) to all participants (teachers, administrators, coaches and content experts)	
SEMI-ANNUAL SCHOOL YEAR SUBTOTAL	\$126,950.00

<u>FALL 2012</u> <u>(anticipated completion 12/31/2012)</u>	
<u>COHORT 1</u>	
Work with ODE leadership to implement Pilot:	\$ 8,950.00
1. Work with ODE to prepare professional development for Cohort 1 for Fall 2012	
Communicate with pilot participants:	\$ 5,850.00
1. Communicate reminders of scheduled PD with all participants of Cohort 1	
Development:	\$ 25,650.00
1. Develop and provide background for using action research in the classroom	
2. Develop and provide methods for teachers to implement their own action research plan in order to field test the formative assessment methods the teachers have developed to gather evidence of student knowledge	
3. Continue providing strategies for maintaining a Community of Practice	
Professional Development:	\$ 32,400.00
1. Secure locations for professional development sessions	
2. Provide supplies and materials	
3. Deliver professional development for Cohort 1 (2 days) to all participants (teachers, administrators, coaches and content experts)	
<u>COHORTS 2 & 3</u>	
Work with ODE leadership to implement Pilot:	\$ 13,850.00
1. Develop entire schedule for Cohorts 2 & 3 with ODE	
2. Work with ODE to prepare professional development for Cohorts 2 & 3 for Fall 2012. Refine existing materials and PD based on feedback and experiences from Cohort 1, year 1 NOTE: Cohorts 2 & 3 will have PD on separate days	
Communicate with pilot participants:	
1. Communicate schedules with all participants of Cohorts 2 & 3	\$ 11,750.00
Development	
1. Develop and provide formative assessment process models for middle school subjects which are aligned to the Common Core State Standards	\$ 99,000.00
2. Develop and provide materials and PD on formative assessment as a practice for improving instruction and learning tailored for middle school students	
3. Provide background and strategies for developing a Community of Practice	
4. Develop formative assessment takeaway tasks/methods for participants' homework	
Professional Development:	
1. Secure locations for professional development sessions	
2. Provide supplies and materials (including flip cameras for classroom documentation)	\$ 83,000.00
3. Deliver professional development for Cohorts 2 & 3 (2 days each) to all participants (teachers, administrators, coaches and content experts)	
NOTE: Cohorts 2 & 3 shall have PD on separate days	
SEMI-ANNUAL SCHOOL YEAR SUBTOTAL	\$280,450.00

SPRING 2013 (anticipated completion 6/30/2013)	
<u>COHORT 1</u>	
Work with ODE leadership to implement Pilot:	\$ 6,250.00
1. Work with ODE to prepare professional development for Cohort 1 for Spring 2013	
Communicate with pilot participants:	\$ 5,875.00
1. Communicate reminders of scheduled PD with all participants of Cohort 1	
Development:	\$ 9,525.00
1. Provide strategies on next steps for the Community of Practice	
Professional Development:	\$ 34,500.00
1. Secure locations for professional development sessions	
2. Provide supplies and materials	
3. Deliver professional development for Cohort 1 (2 days) to all participants (teachers, administrators, coaches and content experts)	
4. Facilitate presentations by participants	
5. Facilitate discussions on findings from the action research	
6. Co-facilitate with ODE the debriefing session about the successes and adjustments needed for the Pilot based on the experience of the participants.	
<u>COHORTS 2 & 3</u>	
Work with ODE leadership to implement Pilot:	\$ 15,075.00
1. Work with ODE to prepare professional development for Cohorts 2 & 3 for Spring 2013. Refine existing materials and PD based on feedback and experiences from Cohort 1, year 1	
Communicate with pilot participants:	\$ 12,275.00
1. Communicate reminders of scheduled PD with all participants of Cohorts 2 & 3	
Development	\$ 45,000.00
1. Develop and provide formative assessment process models for middle school subjects which are aligned to the Common Core State	
2. Develop and provide materials and PD on formative assessment as a practice for improving instruction and learning tailored for middle school students	
3. Provide background and strategies for developing a Community of Practice	
4. Develop formative assessment takeaway tasks/methods for participants' homework	
Professional Development:	\$ 62,500.00
1. Secure locations for professional development sessions	
2. Provide supplies and materials (including flip cameras for classroom documentation)	
3. Deliver professional development for Cohort 1 (2 days) to all participants (teachers, administrators, coaches and content experts)	
NOTE: Cohorts 2 & 3 will have PD on separate days	
SEMI-ANNUAL SCHOOL YEAR SUBTOTAL	\$191,000.00

<p><u>FALL 2013</u> (anticipated completion 12/31/2013)</p> <p><u>COHORTS 2 & 3</u></p>	
<p>Work with ODE leadership to implement Pilot:</p> <p>1. Work with ODE to prepare professional development for Cohorts 2 & 3 for Fall 2013. Refine existing materials and PD based on feedback and experiences from Cohort 1, year 2</p>	\$ 15,425.00
<p>Communicate with pilot participants:</p> <p>1. Communicate reminders of scheduled PD with all participants of Cohorts 2 & 3</p>	\$ 14,325.00
<p>Development:</p> <p>1. Develop and provide background for using action research in the classroom</p> <p>2. Develop and provide methods for teachers to implement their own action research plan in order to field test the formative assessment methods the teachers have developed to gather evidence of student knowledge</p> <p>3. Continue providing strategies for maintaining a Community of Practice</p>	\$ 48,475.00
<p>Professional Development:</p> <p>1. Secure locations for professional development sessions</p> <p>2. Provide supplies and materials</p> <p>3. Deliver professional development for Cohort 1 (2 days) to all participants (teachers, administrators, coaches and content experts)</p>	\$ 59,675.00
<p>SEMI-ANNUAL SCHOOL YEAR SUBTOTAL</p>	\$137,900.00

<u>SPRING 2014</u> (anticipated completion 6/30/2014)	
<u>COHORTS 2 & 3</u>	
Work with ODE leadership to implement Pilot: 1. Work with ODE to prepare professional development for Cohort 1 for Spring 2014	\$ *15,050.00
Communicate with pilot participants: 1. Communicate reminders of scheduled PD with all participants of Cohort 2 & 3	\$ 14,875.00
Development: 2. Provide strategies on next steps for the Community of Practice	\$ 16,000.00
Professional Development: 1. Secure locations for professional development sessions 2. Provide supplies and materials 3. Deliver professional development for Cohort 1 (2 days) to all participants (teachers, administrators, coaches and content experts) 4. Facilitate presentations by participants 5. Facilitate discussions on findings from the action research 6. Co-facilitate with ODE the debriefing session about the successes and adjustments needed for the Pilot based on the experience of the participants.	\$ 86,150.00
SEMI-ANNUAL SCHOOL YEAR SUBTOTAL	\$*132,075.00

* NOT-TO-EXCEED TOTAL PROJECT COST	\$999,600.00
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* NOT-TO-EXCEED TOTAL PROJECT COST = THE SUM OF SEMI-ANNUAL SCHOOL YEAR SUBTOTALS

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.: CSP902012-1 (08/31/14)

678 (address 48)
 The Ohio State University
 Office of Sponsored Programs
 1960 Kenny Road
 Columbus, OH 43210

TERMS: Net 30

CONTRACTOR'S CONTACT:

Nicole Luthy
 Ohio Resource Center
 1960 Kenny Road
 Columbus, OH 43210

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 Fax: (614) 292-5913
 E-Mail: nluthy@ohiorc.org

*Indicates change 01/28/14.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
3	09/01/15	To notify of expiration on August 31, 2015.
2	06/26/14	To renew the contract for an additional twelve (12) months, effective September 1, 2014 through August 31, 2015.
1	01/28/14	To revise cost for Spring 2014; and to add Summary of Amendments page.