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**: STATE EDUCATION AGENCY (SEA) LEAD EXTERNAL SUPPORTING PARTNER(s)**

CONTRACT NUMBER: CSP902911 EFFECTIVE DATES: March 3, 2011 TO September 30, 2013

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP902911 that opened on November 10, 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.

The agency listed herein 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.

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 (ODE) as applicable.

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:

http://www.ohio.gov/procure

SPECIFIC CONTRACTOR RESPONSBILITIES. In general, the Contractors' duties shall include:

1. Working with ODE, the district and school, to perform a needs assessment of the district and school which builds upon the Ohio Improvement Process (OIP) needs assessment.

2. Coordinating with all involved stakeholders on the development of an intervention plan and its implementation, which builds upon the plan established through the OIP.

3. Implementing a coherent, whole-school intervention model, in partnership with the district.

4. Developing a meaningful partnership with state and local officials and other stakeholders in formulating and implementing a plan.

5. The work of the SEA partner(s) will be focused in the following areas:
   a. Building district capacity.
   b. Collecting data with reporting of outcomes based measurements throughout the State's jurisdiction.

MUTUALLY AGREED UPON CLARIFICATIONS AND MODIFICATIONS.

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 respective Offerors' Proposal and subsequent acepted clarifications.
   e. Any related amendments issued subsequent to Contract award.

2. The ODE and the Contractor(s) 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.

3. MULTIPLE AWARD CONTRACT. This Contract is issued to establish a Multiple Award Contract (MAC). A MAC is a Contract with more than one (1) Contractor that is capable of providing the same or similar types of supplies or services at varying prices for delivery within the same geographical area. The State's obligation under a MAC is subject to continued funding authorization to use the MAC program, thereby authorizing the use of Multiple Award Contracts.

   The Contractors identified in this Contract shall ensure their continuing capability and capacity to serve as in an approved state-level lead partner status. It is the Contractors' responsibility to ensure that personnel involved with this Project are qualified to perform their portions of the Work.

   Subsequent to the award of the Contract(s) issued by DAS, ODE will select and assign Contractor(s) to perform Work at specific school locations requiring intervention. The ODE selection shall be based upon Contractor quotations in response to ODE requests for budget proposals and Work Plans specifically addressing requirements and responsibilities, as assigned by ODE, for each school specific intervention project.

   The ODE selection can be based upon cost, quality of work plan(s), project deadlines, or the ODE perception of the Contractor's ability to perform the Work successfully. The ODE may use any of the awarded Contractors, not necessarily the lowest price and may use any, all, or none of the Contractors for the Work. The SEA lead partner(s) must continue to have a demonstrated record of successful and effective work with underperforming schools.

4. Once awarded, the term of the Contract will be from the award date through September 30, 2013. The State may solely renew all or part of this Contract at the discretion of DAS for a period of one (1) month. Any further renewals will be by mutual agreement between the Contractor and DAS for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed one (1) year 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. DAS may renew all or part of this Contract subject to the satisfactory performance of the Contractor(s) and the needs of the Agency.

   Continuation of this Contract(s) beyond the initial contract period will be contingent upon satisfactory completion of all proposed evaluation activities, timely receipt of deliverables, and upon continued funding for the Project.

5. The State will pay only for services rendered.

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

7. RIGHT TO USE LICENSING. In the event Right to Use Licensing becomes a requirement of the State, LCES shall negotiate in good faith for the Right to Use licensing of the Learning Circle application pursuant to the respective award(s) granted by the ODE.

8. All Contractor invoices shall be submitted to:

   The Ohio Department of Education
   Center for School Improvement
   Office of Transforming Schools
   25 South Front St., Mail Stop 404
   Columbus, OH 43215

9. UNSPSC Category Code: 86000000 – Education and Training Services.

10. The approximate total contract value (over the initial term through September 30, 2013) is $3,000,000. Funds shall be distributed as determined by the negotiations conducted by ODE subsequent to this Contract award.

11. To ensure positive results and impact as a result of this program, the State's expectation is that Contractors for this project agree to a five percent (5%) performance guarantee (PG) for this Project. The Performance Metric used to measure meeting this PG shall be the School Improvement Plan identified for the respective school(s). Please indicate that you understand and are able to agree to a 5% PG, based on the revenue your organization receives from the state of Ohio, on a yearly basis over the term of the Contract. In the event the respective schools do not meet the metrics identified, the PGs shall be assessed by ODE, on an annual basis. The PGs shall be handled as a deduction from the Contractor's invoice, and clearly indicated on the respective invoice.

COST SUMMARY

1. The Not-to-Exceed Cost for the respective Contractors are reflected in U. S. Dollars.

2. The Total Weighted Billing Rate Per Hour reflects the maximum rates to be charged by the respective Offerors for the services proposed in the individually negotiated terms and subsequent Purchase Orders as agreed to between the Contractor(s) and the ODE pursuant to the terms of this Contract.

3. The terms associated with the respective tables are as follows:

   a. Project Positions: Includes all employee positions that will be involved in the Project. This list of positions shall match those referenced in the respective Contractor's Staffing Plan.

   b. Estimated Percentage of Total Project Hours: The respective Contractor's estimated percentage of the total project hours for each Project Position listed. This estimates are based upon a typical intervention. The sum of all of the values of the Estimated Percentage of Total Project Hours column must not exceed one hundred percent (100%).

   c. Billing Rate Per Hour: This rate is the respective Contractor's proposed billing rate for each Project Position listed. This rate allows for all project related costs including, but limited to, labor, general administrative, supply, and travel related costs.

   d. Weight Billing Rate Per Hour: This rate equals the Billing Rate Per Hour multiplied by the Estimated Percentage of Total Project Hours for each Project Position listed.

   e. Total Weighted Billing Rate Per Hour: This rate equals the sum of all values listed in the Weighted Billing Rate Per Hour column.

EDWORKS LLC

OAKS Item ID No.: 19054

PROJECT POSITIONS	ESTIMATED PERCENTAGE OF TOTAL PROJECT HOURS	BILLING RATE PER HOUR	WEIGHTED BILLING RATE PER HOUR
1. Project Manager	15%	$ 224.00	$ 33.60
2. Field Director	7%	$ 261.00	$ 18.27
3. President, Key Advisor 1	4%	$ 421.00	$ 16.84
4. Key Advisor 2	4%	$ 273.00	$ 10.92
5. Financial Analyst	5.9%	$ 181.00	$ 10.68
6. Principal Investigator	7%	$ 67.00	$ 4.69
7. Database Manager and Analyst	7%	$ 52.00	$ 3.64
8. Data Entry	0.1%	$ 23.00	$ 0.02
9. District-Level Data Capacity Coach	1%	$ 67.00	$ 0.67
10. Technical Assistance Coach	49%	$ 224.00	$ 109.76
	100.0%	Total Weighted Billing Rate Per Hour =	$ 209.09

GLOBAL PARTNERSHIP SCHOOLS

OAKS Item ID No.: 19050

PROJECT POSITIONS	ESTIMATED PERCENTAGE OF TOTAL PROJECT HOURS	BILLING RATE PER HOUR	WEIGHTED BILLING RATE PER HOUR
1. Regional SVP	1.449%	$ 309.00	$ 4.00
2. SVP - Leadership Development	0.664%	$ 309.00	$ 2.00
3. VP - Partnerships	0.483%	$ 308.00	$ 1.00
4. Education Change Leader	18.110%	$ 178.00	$ 32.00
5. Youth Development Coordinator	18.110%	$ 117.00	$ 21.00
6. Instructional Coach - Literacy	18.110%	$ 79.00	$ 14.00
7. Instructional Coach - Math	18.110%	$ 79.00	$ 14.00
8. External Consultant	0.453%	$ 473.00	$ 2.00
9. External Consultant	0.453%	$ 454.00	$ 2.00
10. External Consultant	1.570%	$ 435.00	$ 7.00
11. External Consultant	0.453%	$ 454.00	$ 2.00
12. External Consultant	1.570%	$ 435.00	$ 7.00
13. E Learning Technology Partner	18.110%	$ 90.00	$ 16.00
14. Technology Platform/ Support Technology Partner	1.449%	$ 241.00	$ 3.00
15. External Consultant	0.906%	$ 309.00	$ 3.00
	100.00%	Total Weighted Billing Rate Per Hour =	$ 133.00

Based on service provision of a minimum of 8,872 hours per school year for a High School and 6273 hours for Middle and Elementary schools.

GREAT WORK ALLIANCE, LLC.

OAKS Item ID No.: 19051

PROJECT POSITIONS	ESTIMATED PERCENTAGE OF TOTAL PROJECT HOURS	BILLING RATE PER HOUR	WEIGHTED BILLING RATE PER HOUR
1. Project Manager and Coach	23%	$ 60.00	$ 13.80
2. Coach	27%	$ 60.00	$ 16.20
3. Coach	24%	$ 60.00	$ 14.40
4. Technology Facilitator	10%	$ 60.00	$ 6.00
5. Management Support	16%	$ 60.00	$ 9.60
	100%	Total Weighted Billing Rate Per Hour =	$ 60.00

INSTITUTE FOR RESEARCH AND REFORM IN EDUCATION, INC.

OAKS Item ID No.: 19052

PROJECT POSITIONS	ESTIMATED PERCENTAGE OF TOTAL PROJECT HOURS	BILLING RATE PER HOUR	WEIGHTED BILLING RATE PER HOUR
1. Project Manager	8%	$ 209.00	$ 16.16
2. Site Manager #1	7%	$ 148.00	$ 10.13
3. Director, Leadership Development	2%	$ 267.00	$ 6.66
4. Leadership Expert - 1	3%	$ 153.00	$ 5.00
5. Leadership Expert -2	3%	$ 153.00	$ 5.00
6. Leadership Expert -3	2%	$ 48.00	$ 0.93
7. Research Manager	2%	$ 60.00	$ 1.44
8. Director, Research and Measurement	2%	$ 142.00	$ 2.31
9. Director, Organizational Supports	4%	$ 132.00	$ 5.72
10. Structure Expert	5%	$ 137.00	$ 7.02
11. Assistant Director, Instructional and Advocacy Supports	3%	$ 110.00	$ 3.07
12. Instructional, Advocacy and Technology Specialist	2%	$ 116.00	$ 2.01
13. Instructional and Advocacy Specialist #1	7%	$ 168.00	$ 3.06
14. Instructional and Advocacy Specialists #2	7%	$ 161.00	$ 3.83
15. Administrative Support	9%	$ 54.00	$ 4.78
16. Grants Manager	2%	$ 119.00	$ 2.75
17. Data Governance Specialist	2%	$ 124.00	$ 2.61
18. Technology and Data Warehouse Partner	5%	$ 300.00	$ 13.82
19. Research Assistant/Survey Coordinator	1%	$ 59.00	$ 0.62
20. Local Reform Support Provider #1	8%	$ 82.00	$ 6.29
21. Local Reform Support Provider #2	8%	$ 82.00	$ 6.29
22. Local Reform Support Provider #3	8%	$ 82.00	$ 6.29
	100%	Total Weighted Billing Rate Per Hour =	$ 115.79

LEARNING CIRCLE EDUCATION SERVICES

OAKS Item ID No.:19053

PROJECT POSITIONS	ESTIMATED PERCENTAGE OF TOTAL PROJECT HOURS	BILLING RATE PER HOUR	WEIGHTED BILLING RATE PER HOUR
1. Project manager	15%	$ 150.00	$ 22.50
2. Security management	5%	$ 150.00	$. 7.50
3. Business requirements	5%	$ 125.00	$ 6.25
4. Dashboard developer	5%	$ 100.00	$ 5.00
5. Data consulting	20%	$ 150.00	$ 30.00
6. Data Manager	5%	$ 100.00	$ 5.00
7. Customer support	5%	$ 100.00	$ 5.00
8. Business analyst	3%	$ 185.00	$ 5.55
9. Operations management	2%	$ 185.00	$ 3.70
10. Web Developer	5%	$ 100.00	$ 5.00
11. PD coordinator	5%	$ 110.00	$ 5.50
12. PD facilitator	5%	$ 85.00	$ 4.25
13. PD data specialist	10%	$ 85.00	$ 8.50
14. PD content developer	10%	$ 85.00	$ 8.50
	100%	Total Weighted Billing Rate Per Hour =	$ 122.25

PD – Professional Development

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

CONTRACT NO.: CSP902911-1 (09/30/13)

OAKS Vendor ID: 0000189532

TERMS: Net 30 Days

EdWorks, LLC
One West Fourth St., Suite 200
Cincinnati, OH 45202

CONTRACTOR'S CONTACT:
Harold Brown
President

Telephone: (513) 824-6010

e-mail: brownh@edworkspartners.org

Deborah Howard
Director, Education Strategy

Telephone: (513) 824-6012

e-mail : howardd@edworkspartners.org

OAKS Item ID No.: 19054

CONTRACT NO.: CSP902911-2 (09/30/13)

OAKS Vendor ID: 0000188848

TERMS: Net 30 Days

Global Partnership Schools, Inc.
555 Madison Ave.
New York, NY 10022

CONTRACTOR'S CONTACT:
Dr. Manuel J. Rivera
CEO

Telephone: (212) 644-8619 ext. 111

e-mail: cwertman@gps.us.com

OAKS Item ID No.: 19050

CONTRACT NO.: CSP902911-3 (09/30/13)

OAKS Vendor ID: 0000186869

TERMS: Net 30 Days

Great Work Alliance, LLC
4265 Red Tail Ct.
Medina, OH 44256

CONTRACTOR'S CONTACT:
JoAnn Berkowitz
Manager

Telephone: (330) 635-3807

e-mail: jb@learningandteaching.org

OAKS Item ID No.: 19051

CONTRACT NO.: CSP902911-4 (09/30/13)

OAKS Vendor ID: 0000186870

TERMS: Net 30 Days

Institute for Research and Reform in Education, Inc. (IRRE)
25 South Shore Dr., 2nd Floor
Toms River, NJ 08753

CONTRACTOR'S CONTACT:
Dr. Adena Klem
Director of Organizational Supports

Telephone: (215) 242-1082

e-mail: AKIrre@aol.com

OAKS Item ID No.: 19052

CONTRACT NO.: CSP902911-5 (09/30/13)

OAKS Vendor ID: 0000189573

TERMS: Net 30 Days

Learning Circle Education Services (LCES)
1 W. Nationwide Boulevard 1-20-301
Columbus, OH 43215

CONTRACTOR'S CONTACT:
Barbara Boyd
President

Telephone: (614) 249-6838

e-mail: boydb@nationwide.com

OAKS Item ID No.: 19053

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	05/01/13	To indicate that this Contract will not be renewed beyond the expiration date of September 30, 2013.