



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: OHIO EDUCATION RESEARCH CENTER

CONTRACT NUMBER: CSP905512

EFFECTIVE DATES: 03/05/12 TO 09/24/14

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP905512 that opened on February 1, 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:

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

REVISIONS TO TERMS AND CONDITIONS

1. Pages 30 and 49, 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 and in Attachment Three: General Terms And Conditions, Part Seven: Law & Courts do not apply to Contractor and are hereby deleted.
2. Page 41, 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.
3. Pages 41 to 43, 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.
4. Page 43, 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. State grants Contractor the right to use deliverables for its internal research and education purposes.
5. Page 45, General Warranties. Paragraph 1 shall read:

The Contractor warrants 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 knowingly infringe on the intellectual property rights of any third party.
6. Page 46, 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.

COST SUMMARY FORM

Ohio Education Research Center – Race to the Top
 CSP905512

UNSPSC CATEGORY CODE: 86000000

OAKS ITEM NUMBER: 21449

Deliverable	Not to Exceed Cost FY2012 (Year 2)	Not to Exceed Cost FY2013 (Year 3)	Not to Exceed Cost FY2014 (Year 4)	Total
1. Project Plan	\$134,556.00	\$473,495.00	\$584,879.00	\$1,192,930.00
2. Research Agenda Committee	\$722,644.00	\$383,705.00	\$272,321.00	\$1,378,670.00
3. Research Design Plan	\$33,000.00	\$33,000.00	\$33,000.00	\$99,000.00
4. Annual Research Report	\$25,000.00	\$25,000.00	\$25,000.00	\$75,000.00
5. RttT Implementation and Impact Case Studies	\$211,200.00	\$211,200.00	\$211,200.00	\$633,600.00
6. Teach Ohio Evaluation	\$49,500.00	\$44,550.00	\$44,550.00	\$138,600.00
7. Best Practices Repository	\$88,000.00	\$88,000.00	\$88,000.00	\$264,000.00
8. Annual Conference	\$4,950.00	\$4,950.00	\$9,900.00	\$19,800.00
Total Not-To-Exceed Cost per Fiscal Year	\$1,268,850.00	\$1,263,900.00	\$1,268,850.00	\$3,801,600.00
Total Not-To-Exceed Project Cost				\$3,801,600.00

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: CSP905512-1 (09/24/14)



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 Office of Sponsored Programs
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TERMS: Net 30

CONTRACTOR'S CONTACT:

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