

## REQUEST FOR PROPOSALS

**RFP NUMBER:** CSP903012  
**INDEX NUMBER:** EDU091  
**UNSPSC CATEGORY:** 80000000 (Mgmt. & Bus. Prof. & Admin. Svcs.)  
80100000 (Mgmt. Advisory Svcs.)  
86000000 (Ed. & Training Svcs.)

The state of Ohio, through the Department of Administrative Services, Office of Procurement Services, for the Ohio Department of Education (ODE), is requesting proposals for an:

### OHIO NETWORK FOR EDUCATION TRANSFORMATION (ONET) PROVIDER – RACE TO THE TOP (RttT)

**RFP ISSUED:** June 15, 2011  
**INQUIRY PERIOD BEGINS:** June 15, 2011  
**INQUIRY PERIOD ENDS:** June 27, 2011 at 8:00 a.m.  
**PROPOSAL DUE DATE:** July 11, 2011 by 1:00 p.m.

**Proposals received after the due date and time will not be evaluated.**

**OPENING LOCATION:** Department of Administrative Services  
Office of Procurement Services  
ATTN: Bid Desk  
4200 Surface Rd.  
Columbus, OH 43228-1395

Offerors must note that all proposals and other material submitted will become the property of the state and may be returned only at the state's option. 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 the award of the contract has been posted on the State Procurement Web site. Refer to the Ohio Administrative Code, Section 123:5-1-08 (E).

CONTRACT TERMS AND CONDITIONS. The [RFP Terms and Conditions](#) are a part of the Request for Proposals. Please ensure you download a complete copy and agree to comply with the terms as written.

**This RFP consists of five (5) parts, ten (10) attachments, and three (3) supplements, totaling 53 consecutively numbered pages. Please verify that you have a complete copy.**

## PART ONE: EXECUTIVE SUMMARY

**PURPOSE.** This is a Request for Competitive Sealed Proposals (RFP) under Section 125.071 of the Ohio Revised Code (ORC) and Section 123:5-1-08 of the Ohio Administrative Code (OAC). The Department of Administrative Services (DAS), Office of Procurement Services, on behalf of the Ohio Department of Education (ODE) (the Agency), is soliciting competitive sealed proposals (Proposals) for the Ohio Network for Education Transformation (ONET) Provider – Race to the Top (RttT) and this RFP is the result of that request. If a suitable offer is made in response to this RFP, the state of Ohio (State), through DAS, may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform all or part of the Project (the Work). This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Work. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be from the award date through September 30, 2014. The State may solely renew 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 four (4) years 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 and the needs of the Agency.

Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance of the Project may result in DAS refusing to consider the Proposal of the Offeror.

**BACKGROUND.** The Office of Transforming Schools administers the School Improvement Grant 1003g (SIG). This Project is focused upon providing support and oversight to build the capacity of the lowest five percent (5%) of schools to engage in inclusive, continuous, and targeted improvement in order to raise student achievement that is sustainable. The office also coordinates with the State System of Support and Federal Programs for all school improvement funds Title 1 (100A). Eight (8) Transformation Specialists provide support and oversight to 35 identified SIG buildings in Tier I and II through the implementation of one (1) of four (4) intervention models and identified school improvement strategies for six (6) Tier III schools, for a total of 41 schools in Cohort 1. In addition, this ODE office coordinates Assurance Area E (Turning Around the Lowest Achieving Schools) of the Race to the Top initiative for the identified SIG schools.

Specific functions include:

1. Understand the building culture and staff at each of the assigned SIG buildings.
2. Build relationships with principal and staff of assigned buildings.
3. Ensure that the School Improvement Plan and School Improvement Grants match and reflect the current work of the school.
4. Ensure that the building has a functioning building leadership team.
5. Monitor and review the School Improvement Plan budget implementation.
6. Review the implementation and monitoring of the building Extended Learning Time requirement.
7. Review School Improvement guidelines to ensure that the building is on target to meet timelines and requirements for grant renewal.
8. Conduct quarterly site visits to document implementation of required reporting metrics.

School Improvement Grants, as authorized under section 1003(g) of Title I of the Elementary and Secondary Education Act of 1965 (ESEA) and under section 1003(g) of the American Recovery and Reinvestment Act of 2009 (ARRA), are made available from U.S. Department of Education to state education agencies (SEAs) to provide sub-grants to local education agencies (LEAs) for use in Title I schools and Title I-eligible secondary schools identified for improvement, corrective action, or restructuring.

The SIG External Partners are providers approved by ODE to work with districts and schools to support transformation/turnaround of under-performing schools. The Ohio Department of Education Web site Administrator maintains a list of external partners who have completed the application and review process, and have been determined to exhibit the potential to offer support in school turnaround/ transformation efforts at the school building level.

Ohio plans to dramatically increase the quality of education benefitting over 33,500 students in the State's persistently lowest-achieving schools. This plan includes the already determined schools incorporated in Cohort 1 (41 schools), and an anticipated 40 - 50 schools in Cohort 2. ODE anticipates Cohort 2 schools being determined before July 2011. In the next four (4) years, all of Ohio's persistently lowest achieving schools will continue the work they began in the SIG process, which requires the lowest performing schools to implement one (1) of the four (4) intervention models. An intensive, deep-dive assessment conducted through the ONET partnership shall accelerate the transformation/turnaround process utilizing the intervention models defined in the RttT notice.

The intervention models are:

1. Turnaround.
2. Transformation.
3. Restart.
4. Closure.

Every year, transformation schools will be assessed for both academic achievement and school climate progress, including a baseline assessment at the beginning of the first intervention year. It is expected that these schools will make substantial academic gains by year 3 of the intervention and substantial school climate gains by year 2 of the intervention. Those schools that do not demonstrate significant progress by year 3 of the intervention, shall implement a new school intervention model, as defined in the RttT notice, including closure, and will be subject to all provisions of Ohio's Differentiated Accountability System.

OBJECTIVES. DAS has the following objectives that it wants this Work to fulfill, and it will be the Contractor's obligation to ensure that the personnel the Contractor provides are qualified to perform their portions of the Work.

The state of Ohio is establishing the ONET to enable dramatic transformation in Ohio's lowest achieving schools, significant financial resources, innovation, and local-level collaboration are required to ensure success and attain dramatic results. Ohio proposes an innovative public and private management structure, the ONET, to achieve these needs—one that links the expertise of ODE with an organization that has demonstrated success in turning around low performing schools. Incorporated into the ONET shall be a series of partnerships that evolve over time; each shall be developed in response to the goals of RttT, embedded in the strategies for turning around Ohio's low performing schools, and tailored to address individual school's context and culture. The State expects to benefit most from partners who have a successful track record in turning around low performing schools and understand Ohio's context.

The ONET governance structure shall include leadership from ODE, the Ohio Board of Regents, the Governor's Office, State and local education organizations and business partners. The ONET shall be managed by a school support organization (the Contractor), led by an Executive Director, with a history of demonstrated success in this type of work (transformation/turnaround school experience), and has the relevant experience to manage Director level staff with expertise in areas which include, but are not necessarily limited to:

1. Knowledge Management.
2. School Transformation/Turnaround Leadership Programs.
3. Local Partnerships.
4. National Partnerships.
5. Technical Assistance Teams.

In summary, the Contractor shall:

1. Design and develop the ONET, to include attracting experts in the field to staff the organization.
2. Collaborate, communicate, and align with RttT stakeholders.
3. Research the proven intervention models and share best practices.
4. Assist ODE in developing the expertise and capacity to transform/turnaround schools.
5. Develop a best practices network.

6. Share research on low performing schools.
7. Develop and/or seek specialized expertise in turning around unique populations.
8. Complete “deep-dive” building-level diagnostic surveys and develop preliminary building plans which focus on the following areas:
  - a. Alignment with Standards.
  - b. Instructional Practices.
  - c. Environment/Climate.
  - d. System of Leadership.
  - e. Professional Development.
  - f. Data Driven Decision-Making.
9. Promote innovative school models across the State.
10. Support the transformation/turnaround work of staff in persistently low-achieving schools.
11. Guide schools in selecting and using effective supports, tools, and initiatives.
12. Collaborate to provide technical assistance to support persistently lower-achieving schools’ adoption of school intervention models.
13. Coordinate with the Ohio science, technology, engineering, and mathematics (STEM) Learning Network (OSLN).
14. Measure performance and determine the effectiveness of the respective intervention models.
15. Provide periodic progress reports.
16. Meet periodic reporting requirements as required by the state of Ohio and federal ARRA funding guidelines. Subcontract with an external evaluator to provide ongoing process evaluation, data collection, and analysis for ODE reporting and DOE RtT reporting.
17. Assist ODE in holding semi-annual conferences to promote best practice sharing and learning.
18. Measure and report baseline progress and annual progress.
19. Assist ODE in holding annual regional stakeholder meetings.

RESOURCES. Informational resources are available to prospective Offerors at the following URL addresses:

1. [RFP Terms and Conditions](#)
2. The Ohio Department of Education home page:  
<http://www.ode.state.oh.us>
3. Information specific to Ohio’s Differentiated Accountability System can be found at the following hyperlink:  
<http://www.ode.state.oh.us/GD/Templates/Pages/ODE/ODEDetail.aspx?page=3&TopicRelationID=129&ContentID=47348&Content=95241>
4. Information pertaining to Ohio’s Diagnostic Review can be found on the ODE home page by searching “SDT”.
5. Graphical representations of the Ohio Improvement Process (OIP) as well as the 2010 - 2011 SIG funded buildings are provided as supplemental information (see Supplements One and Two of this RFP).

BUDGET. The State estimates a budget for this Project of approximately \$4,175,200. Proposals priced at more than \$4,175,200 for the NOT-TO-EXCEED TOTAL PROJECT COST (See Attachment Ten) for the initial term of the Contract term may be considered non-responsive due to excessive cost, and eliminated from the evaluation process.

QUALIFIED APPLICANTS. Qualified Offerors must meet the Mandatory Requirements in Table 1, documenting their commitment to meet the Mandatory Requirements in the Cover Letter portion of the Proposal as well as more in depth documentation of qualifications in the Offeror Profile tab of the Proposal (see Attachment 4) to document qualifications. The form must be filled out completely, in typed form. The form may be recreated electronically, but all fields and formats must be retained. Failure to recreate the form accurately may lead to the rejection of the Offeror's Proposal. Also, failure to respond to all information requested on the form may lead to the rejection of the Offeror's Proposal.

Specifically, Offerors must present data that demonstrates a record of success in supporting academically underperforming school districts in Ohio and be able to provide an example of at least one (1) project similar and size and scope as part of the Technical Proposal for this RFP.

CALENDAR OF EVENTS. The schedule for the Project is given below, and is subject to change. DAS may change this schedule at any time. If DAS changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Web site area for this RFP. The Web site announcement will be followed by an addendum to this RFP, also available through the State Procurement Web site. After the Proposal due date and before the award of the Contract, DAS will make scheduled changes through the RFP addendum process. DAS will make changes in the Project schedule after the Contract award through the change order provisions located in the [general terms and conditions](#) of the Contract. It is each prospective Offeror's responsibility to check the Web site question and answer area for this RFP for current information regarding this RFP and its calendar of events through award of the Contract. No contact shall be made with agency/program staff until contract award is announced.

DATES.

Firm Dates

RFP Issued:	June 15, 2011
Inquiry Period Begins:	June 15, 2011
Inquiry Period Ends:	June 27, 2011, at 8:00 a.m.
Proposal Due Date:	July 11, 2011, by 1:00 p.m.

ESTIMATED DATES.

Contract Award Notification:	TBD
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NOTE: These dates are subject to change.

There are references in this RFP to the Proposal due date. Prospective Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Columbus, OH local time) that the Proposals are due.

Proposals received after 1:00 p.m. on the due date will not be evaluated.

PART TWO: STRUCTURE OF THIS RFP

ORGANIZATION. This RFP is organized into five (5) parts, ten (10) attachments, and three (3) supplements. The parts and attachments are listed below.

PARTS:

Part One	Executive Summary
Part Two	Structure of this RFP
Part Three	General Instructions
Part Four	Evaluation of Proposals
Part Five	Award of the Contract

ATTACHMENTS:

Attachment One	Work Requirements and Special Provisions
Part One	Work Requirements
Part Two	Special Provisions
Attachment Two	Requirements for Proposals
Attachment Three	Contract
Attachment Four	Offeror Profile Form
Attachment Five	Offeror Reference Form
Attachment Six	Offeror's Candidate Form
Attachment Seven	Offeror Performance Form
Attachment Eight	Standard Affirmation and Disclosure Form
Attachment Nine	Shipping Labels
Attachment Ten	Cost Summary Form

SUPPLEMENTS:

Supplement One	Ohio Improvement Process (OIP) Graphical Representation
Supplement Two	SIG Funded Buildings Map (2010 – 2011)
Supplement Three	Supplemental Terms and Conditions for Projects Funded in Whole or in Part with Moneys from the American Recovery and Reinvestment Act of 2009 (ARRA)

### PART THREE: GENERAL INSTRUCTIONS

The following sections provide details on how to get more information about this RFP and how to respond to this RFP. All responses must be complete and in the prescribed format.

CONTACTS. The following person will represent DAS:

Dana L. King, CPPB  
Ohio Department of Administrative Services  
Office of Procurement Services  
4200 Surface Road  
Columbus, OH 43228-1395

During the performance of the Work, a State representative (the "Agency Project Representative") will represent the Agency and be the primary contact for matters relating to the Work. The Agency Project Representative will be designated in writing after the Contract award.

INQUIRIES. Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the Calendar of Events. To make an inquiry, Offerors must use the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of the document. (RFP numbers begin with the letters "CSP")
5. Click "Find It Fast" button.
6. On the document information page, click "Submit Inquiry".
7. On the document inquiry page, complete the required "Personal Information" section by providing:
  - a. First and last name of the prospective Offeror's representative who is responsible for the inquiry.
  - b. Name of the prospective Offeror.
  - c. Representative's business phone number.
  - d. Representative's e-mail address.
8. Type the inquiry in the space provided including:
  - a. A reference to the relevant part of this RFP.
  - b. The heading for the provision under question.
  - c. The page number of the RFP where the provision can be found.
9. Click the "Submit" button.

Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt of the inquiry. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.

Offerors may view inquiries and responses using the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of the document. (RFP numbers begin with the letters "CSP")
5. Click "Find It Fast" button.
6. On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

DAS will try to respond to all inquiries within 48 hours of receipt, excluding weekends and State holidays. DAS will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

Offerors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, not on details of any other potentially related contract or project. If Offerors ask questions about existing or past contracts using the Internet Q&A process, DAS will use its discretion in deciding whether to provide answers as part of this RFP process.

DAS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions or deadlines.

**PROTESTS.** Any Offeror that objects to the award of a Contract resulting from the issuance of this RFP may file a protest of the award of the Contract, or any other matter relating to the process of soliciting the Proposals. Such protest must comply with the following information:

1. The protest must be filed by a prospective or actual bidder objecting to the award of a Contract resulting from the RFP. The protest must be in writing and contain the following information:
  - a. The name, address, and telephone number of the protester;
  - b. The name and number of the RFP being protested;
  - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  - d. A request for a ruling by DAS;
  - e. A statement as to the form of relief requested from DAS; and
  - f. Any other information the protester believes to be essential to the determination of the factual and legal questions at issue in the written request.
2. A timely protest will be considered by DAS, on behalf of the agency, if it is received by the DAS Office of Procurement Services (OPS) within the following periods:
  - a. A protest based on alleged improprieties in the issuance of the RFP, or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals, must be filed no later than five (5) business days prior to the proposal due date.
  - b. If the protest relates to the recommendation of the evaluation committee for an award of the Contract, the protest must be filed as soon as practicable after the Offeror is notified of the decision by DAS regarding the Offeror's proposal.
3. An untimely protest may be considered by DAS at the discretion of DAS. An untimely protest is one received by the DAS OPS after the time periods set in paragraph 2 above. In addition to the information listed in paragraph 1, untimely protests must include an explanation of why the protest was not made within the required time frame.
4. All protests must be filed at the following location:

Department of Administrative Services  
Office of Procurement Services  
4200 Surface Road  
Columbus, OH 43228-1395

SUBJECT: (EDU091 CSP903012)

This protest language only pertains to this RFP offering.

**ADDENDA TO THE RFP.** If DAS decides to revise this RFP before the Proposal due date, an addendum will be announced on the State Procurement Web site.

Offerors may view addenda using the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>;
2. From the Navigation Bar on the left, select "Find It Fast";
3. Select "Doc/Bid/Schedule #" as the Type;
4. Enter the RFP Number found on Page 1 of the document (RFP numbers begin with the letters "CSP");
5. Click "Find It Fast" button;
6. On the document information page, click on the addendum number to display the addendum.

When an addendum to this RFP is necessary, DAS may extend the Proposal due date through an announcement on State Procurement Web site. Addenda announcements may be provided any time before 5:00 p.m. on the day before the Proposal is due. It is the responsibility of each prospective Offeror to check for announcements and other current information regarding this RFP.

After the submission of Proposals, addenda will be distributed only to those Offerors whose submissions are under active consideration. When DAS issues an addendum to the RFP after Proposals have been submitted, DAS will permit Offerors to withdraw their Proposals.

This withdrawal option will allow any Offeror to remove its Proposal from active consideration should the Offeror feel that the addendum changes the nature of the transaction to the extent that the Offeror's Proposal is no longer in its interests. Alternatively, DAS may allow Offerors that have Proposals under active consideration to modify their Proposals in response to the addendum, as described below.

Whenever DAS issues an addendum after the Proposal due date, DAS will tell all Offerors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the addendum. Any time DAS amends the RFP after the Proposal due date, an Offeror will have the option to withdraw its Proposal even if DAS permits modifications to the Proposals. If the Offerors are allowed to modify their Proposals, DAS may limit the nature and scope of the modifications. Unless otherwise stated in the notice by DAS, modifications and withdrawals must be made in writing and must be submitted within ten (10) business days after the addendum is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to DAS at the address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than DAS has authorized may be rejected and treated as a withdrawal of the Offeror's Proposal.

**PROPOSAL SUBMITTAL.** Each Offeror must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components (Cost Proposal and Technical Proposal) in separate sealed envelopes/packages. Each Technical Proposal package must be clearly marked "CSP903012 ONET Provider (RtT) RFP – Technical Proposal" on the outside of each Technical Proposal package's envelope. Each Cost Proposal package must be clearly marked "CSP903012 ONET Provider (RtT) RFP – Cost Proposal" on the outside of each Cost Proposal package's envelope. Each Offeror must submit one (1) original, completed and signed in blue ink, and four (4) copies for a total of five (5) Proposal packages. Shipping labels, with the preferred labeling, are provided as Attachment Nine of this RFP.

The Offeror must also submit, in the sealed package, a complete copy of the Proposals on CD-ROM in Microsoft Office (Word, Excel, or Project) 2003 or higher, format and/or PDF format as appropriate. In the event there is a discrepancy between the hard copy and the electronic copy, the hard copy will be the official Proposal. Proposals are due no later than the proposal due date, at 1:00 p.m. Proposals submitted by e-mail or fax are not acceptable and will not be considered. Proposals must be submitted to:

Department of Administrative Services  
Office of Procurement Services - Bid Desk  
4200 Surface Road  
Columbus, OH 43228-1395

DAS will reject any Proposals or unsolicited Proposal addenda that are received after the deadline. An Offeror that mails its Proposal must allow adequate mailing time to ensure its timely receipt. DAS recommends that Offerors submit proposals as early as possible. Proposals received prior to the deadline are stored, unopened, in a secured area until 1:00 p.m. on the due date. Offerors must also allow for potential delays due to increased security. DAS will reject late proposals regardless of the cause for the delay.

Each Offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered, except as allowed by 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. DAS 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 the RFP.

ORC Section 9.24 prohibits DAS from awarding a Contract to any Offeror(s) against whom the Auditor of State 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 Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding. ORC Section 9.231 applies to this contract.

DAS may reject any Proposal if the Offeror takes exception to the [general terms and conditions](#), 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. Any question asked during the inquiry period will not be viewed as an exception to the [RFP Terms and Conditions](#).

**CONFIDENTIAL INFORMATION.** DAS procures goods and services through a Request for Proposal (RFP), in a transparent manner. As such, the process to procure goods and services by DAS is open to inspection by the public. DAS makes available prices (offered and accepted), terms of payment, proposal materials, evaluation scores, product information, and other types of information DAS uses in evaluating and/or awarding the Contract. Further, the DAS will open for public inspection all proposals provided to the DAS in response to this RFP.

Therefore, an Offeror should not provide DAS with any information that the Offeror wishes the DAS not to provide to the public pursuant to a public request for such information. (Note: DAS will attempt to redact ancillary personal information such as social security numbers and Tax Identification Numbers from public inspection). Additionally, the Offeror must understand that all Proposals and other material submitted will become the property of the State and may be returned only at the State's option. Proprietary information should not be included in a Proposal or supporting materials because DAS will have the right to use any materials or ideas submitted in any Proposal without compensation to the Offeror.

However, if the Offeror chooses to include information it deems proprietary or trade secret information, the Offeror may designate such information as confidential and request that such information not be considered as public records and open for inspection. DAS shall review such requests provided the following:

1. The Offeror provides both an electronic copy and paper (hard) copies of the Proposal;
2. The Offeror clearly designates such information as confidential, proprietary, or trade secret, as appropriate at the time of Proposal submission;
3. The Offeror submits the designated material in a sealed container clearly marked "Confidential" and such material is readily separable from the Proposal; and
4. The Offeror redacts such information from the electronic copy of the Proposal.

DAS will review such information to determine whether the material is of such nature that confidentiality is warranted.

The decision as to whether such confidentiality is appropriate rests solely with DAS. If DAS determines that the information marked as confidential, trade secret, or proprietary, is not ancillary to the Proposal and that DAS needs such information in the evaluation of the proposal or that the information does not meet a statutory exception to disclosure, DAS will make the information available to the public. DAS will inform the Offeror, in writing, of the information DAS does not consider confidential for purposes of public disclosure.

Upon receipt of DAS' determination that all or some portion of the Offeror's designated information is not confidential, the Offeror may exercise the following options:

1. Withdraw the Offeror's entire Proposal;
2. Request that DAS evaluate the Proposal without certain information DAS deemed "public" (DAS will return such information to the Offeror); or
3. Withdraw the designation of confidentiality, trade secret, or proprietary information for such information and request DAS review the Proposal in its entirety.

Finally, if information submitted in the Proposal is not marked as "Confidential", it will be determined that the Offeror waived any right to assert such confidentiality.

DAS will retain all Proposals, or a copy of them, as part of the Contract file for at least ten (10) years. After the retention period, DAS may return, destroy, or otherwise dispose of the Proposals or the copies.

WAIVER OF DEFECTS. DAS may waive any defects in any Proposal or in the submission process followed by an Offeror. DAS will only do so if it believes that it is in the State's interests and will not cause any material unfairness to other Offerors.

MULTIPLE OR ALTERNATE PROPOSALS. DAS accepts multiple Proposals from a single Offeror, but DAS requires each such Proposal be submitted separately from every other Proposal the Offeror makes. Additionally, the Offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation, and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials by reference from another Proposal made by the Offeror or refer to another Proposal. DAS will judge each alternate Proposal on its own merit.

ADDENDA TO PROPOSALS. Addenda or withdrawals of Proposals will be allowed only if the addendum or withdrawal is received before the Proposal due date. No addenda or withdrawals will be permitted after the due date, except as authorized by this RFP.

PROPOSAL INSTRUCTIONS. Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in Attachment Two of this RFP.

DAS wants clear and concise Proposals. Offerors should, however, take care to completely answer questions and meet the RFP's requirements thoroughly. All Offerors, including current contract holders, if applicable, must provide detailed and complete responses as Proposal evaluations, and subsequent scores, are based solely on the content of the Proposal.

No assumptions will be made or values assigned for the competency of the Offeror whether or not the Offeror is a current or previous contract holder.

The requirements for the Proposal's contents and formatting are contained in an attachment to this RFP.

DAS will not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether DAS awards the Contract through this process, decides not to go forward with the Project, cancels this RFP for any reason, or contracts for the Project through some other process or by issuing another RFP.

## PART FOUR: EVALUATION OF PROPOSALS

EVALUATION OF PROPOSALS. The evaluation process consists of, but is not limited to, the following steps:

1. Certification. DAS shall open only those proposals certified as timely by the Auditor of State.
2. Initial Review. DAS will review all certified Proposals for format and completeness. DAS normally rejects any incomplete or incorrectly formatted Proposal, though it may waive any defects or allow an Offeror to submit a correction. If the Offeror meets the formatting and mandatory requirements listed herein, the State will continue to evaluate the proposal.
3. Proposal Evaluation. The procurement representative responsible for this RFP will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the procurement representative will chair. The evaluation committee will rate the Proposals submitted in response to this RFP based on criteria and weight assigned to each criterion.

The evaluation committee will evaluate and numerically score each Proposal that the procurement representative has determined to be responsive to the requirements of this RFP. The evaluation will be according to the criteria contained in this Part of the RFP. An attachment to this RFP may further refine these criteria, and DAS has a right to break these criteria into components and weight any components of a criterion according to their perceived importance.

The committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The committee may also seek reviews of end users of the Work or the advice or evaluations of various State committees that have subject matter expertise or an interest in the Work. In seeking such reviews, evaluations, and advice, the committee will first decide how to incorporate the results in the scoring of the Proposals. The committee may adopt or reject any recommendations it receives from such reviews and evaluations.

The evaluation will result in a point total being calculated for each Proposal. At the sole discretion of DAS, any Proposal, in which the Offeror received a significant number of zeros for sections in the technical portions of the evaluation, may be rejected.

DAS will document all major decisions in writing and make these a part of the Contract file along with the evaluation results for each Proposal considered.

4. Clarifications & Corrections. During the evaluation process, DAS may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its Proposal if DAS believes doing so does not result in an unfair advantage for the Offeror and it is in the State's best interests. Any clarification response that is broader in scope than what DAS has requested may result in the Offeror's proposal being disqualified.
5. Interviews, Demonstrations, and Presentations. DAS may require top Offerors to be interviewed. Such presentations, demonstrations, and interviews will provide an Offeror with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal's content. This will also allow DAS an opportunity to test or probe the professionalism, qualifications, skills, and work knowledge of the proposed candidates. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of DAS. DAS may record any presentations, demonstrations, and interviews. No more than the top three (3) Proposals may be requested to present an oral presentation of their proposed Work Plan to the committee.
6. Contract Negotiations. Negotiations will be scheduled at the convenience of DAS. The selected Offeror(s) are expected to negotiate in good faith.
  - a. General. Negotiations may be conducted with any Offeror who submits a competitive Proposal, but DAS may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP, or the Offeror's Proposal, as appropriate. Negotiated changes that are reduced to writing will become a part of the Contract file open to inspection to the public upon award of the Contract. Any Offeror whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP.
  - b. Top-ranked Offeror. Should the evaluation process have resulted in a top-ranked Proposal, DAS may limit negotiations to only that Offeror and not hold negotiations with any lower-ranking Offeror. If negotiations are unsuccessful with the top-ranked Offeror, DAS may then go down the line of remaining Offerors, according to rank, and negotiate with the next highest-ranking Offeror. Lower-ranking Offerors do not have a right to participate in negotiations conducted in such a manner.

- c. Negotiation with Other Offerors. If DAS decides to negotiate with all the remaining Offerors, or decides that negotiations with the top-ranked Offeror are not satisfactory and negotiates with one or more of the lower-ranking Offerors, DAS will then determine if an adjustment in the ranking of the remaining Offerors is appropriate based on the negotiations. The Contract award, if any, will then be based on the final ranking of Offerors, as adjusted.

Negotiation techniques that reveal one Offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the Offeror as described below.

- d. Post Negotiation. Following negotiations, DAS may set a date and time for the submission of best and final Proposals by the remaining Offeror(s) with which DAS conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, DAS need not require the submissions of best and final Proposals.

It is entirely within the discretion of DAS whether to permit negotiations. An Offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. DAS is free to limit negotiations to particular aspects of any Proposal, to limit the Offerors with whom DAS wants to negotiate, and to dispense with negotiations entirely.

DAS generally will not rank negotiations. The negotiations will normally be held to correct deficiencies in the preferred Offeror's Proposal. If negotiations fail with the preferred Offeror, DAS may negotiate with the next Offeror in ranking. Alternatively, DAS may decide that it is in the interests of the State to negotiate with all the remaining Offerors to determine if negotiations lead to an adjustment in the ranking of the remaining Offerors.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of the State to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other Offerors, and the evaluation committee will not be allowed to tell one Offeror about the contents of another Offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any Offeror that seeks to gain access to the contents of another Offeror's Proposal may be disqualified from further consideration.

The written changes will be drafted and signed by the Offeror and submitted to DAS within a reasonable period of time. If DAS accepts the change, DAS will give the Offeror written notice of DAS' acceptance. The negotiated changes to the successful offer will become a part of the Contract.

- e. Failure to Negotiate. If an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, DAS may terminate negotiations with that Offeror and collect on the Offeror's proposal bond, if a proposal bond was required in order to respond to this RFP.
7. Best and Final Offer. If best and final proposals, or best and final offers (BAFOs), are required, they may be submitted only once; unless DAS makes a determination that it is in the State's interest to conduct additional negotiations. In such cases, DAS may require another submission of best and final proposals. Otherwise, discussion of or changes in the best and final proposals will not be allowed. If an Offeror does not submit a best and final proposal, the Offeror's previous Proposal will be considered the Offeror's best and final proposal.
8. Determination of Responsibility. DAS may review the highest-ranking Offerors or its key team members to ensure that the Offeror is responsible. The Contract may not be awarded to an Offeror that is determined not to be responsible. DAS' determination of an Offeror's responsibility may include the following factors: the experience of the Offeror and its key team members; past conduct and past performance on previous contracts; ability to execute this contract properly; and management skill. DAS will make such determination of responsibility based on the Offeror's Proposal, reference evaluations, and any other information DAS requests or determines to be relevant.
9. Reference Checks. DAS may conduct reference checks to verify and validate the Offeror's or proposed candidate's past performance. Reference checks indicating poor or failed performance by the Offeror or proposed candidate may be cause for rejection of the proposal. In addition, failure to provide requested reference contact information may result in DAS not including the referenced experience in the evaluation process.

The reference evaluation will measure the criteria contained in this part of the RFP as it relates to the Offeror's previous contract performance including, but not limited to, its performance with other local, state, and federal entities. DAS reserves the right to check references other than those provided in the Offeror's Proposal. DAS may obtain information relevant to criteria in this part of the RFP, which is deemed critical to not only the successful operation and management of the Project, but also the working relationship between the State and the Offeror.

FINANCIAL ABILITY. Part of the Proposal evaluation criteria is the qualifications of the Offeror which include, as a component, the Offeror's financial ability to perform the Contract. This RFP may expressly require the submission of financial statements from all Offerors in the Proposal contents attachment. If the Proposal contents attachment does not make this an expressed requirement, DAS may still insist that an Offeror submit audited financial statements for up to the past three (3) years if DAS is concerned that an Offeror may not have the financial ability to carry out the Contract.

In evaluating an Offeror's financial ability, the weight DAS assigns, if any, to that financial ability will depend on whether the Offeror's financial position is adequate or inadequate. That is, if the Offeror's financial ability is adequate, the value assigned to the Offeror's relative financial ability in relation to other Offerors may or may not be significant, depending on the nature of the Work. If DAS believes the Offeror's financial ability is not adequate, DAS may reject the Proposal despite its other merits.

DAS will decide which phases are necessary. DAS has the right to eliminate or add phases at any time in the evaluation process.

To maintain fairness in the evaluation process, all information sought by DAS will be obtained in a manner such that no Offeror is provided an unfair competitive advantage.

MANDATORY REQUIREMENTS. The following Table 1 contains items that are considered minimum requirements for this RFP.

Determining the Offeror's ability to meet the minimum requirements is the first step of the DAS evaluation process. The Offeror must demonstrate, to DAS, it meets all minimum requirements listed in the Mandatory Requirements section (Table 1). The Offeror's response to the minimum requirements must be clearly labeled "Mandatory Requirements" and collectively contained in Tab 1 of the Offeror's Proposal in the "Cover Letter and Mandatory Requirements" section. (Refer to Attachment Two of the RFP document for additional instructions.)

DAS will evaluate Tab 1, alone, to determine whether the Proposal meets all Mandatory Requirements. If the information contained in Tab 1 does not clearly meet every Mandatory Requirement, the Proposal may be disqualified by DAS and DAS will not evaluate any other portion of the Proposal.

TABLE 1 - MANDATORY PROPOSAL REQUIREMENTS

MANDATORY REQUIREMENTS	ACCEPT	REJECT
The Offeror attests to the fact (per the Cover Letter requirements in Attachment Two of this RFP) that it has presented data which demonstrates a record of success in supporting academically underperforming school districts in Ohio and the Offeror has included an example of at least one (1) project of similar size and scope as part of the Technical Proposal for this RFP.		

If the State receives no Proposals meeting all of the mandatory requirements, the State may elect to cancel this RFP.

**PROPOSAL EVALUATION CRITERIA.** If the Offeror provides sufficient information to DAS, in Tab 1, of its proposal, demonstrating it meets the Mandatory Requirements, the Offeror's Proposal will be included in the next part of the evaluation process which involves the scoring of the Proposal Technical Requirements, followed by the scoring of the Cost Proposals. In the Proposal evaluation phase, DAS rates the Proposals submitted in response to this RFP based on the following listed criteria and the weight assigned to each criterion. The possible points allowed in this RFP are distributed as indicated in the Table 2 - Scoring Breakdown.

**TABLE 2 - SCORING BREAKDOWN**

CRITERIA	MAXIMUM ALLOWABLE POINTS
Proposal Technical Requirements	500 Points
Proposal Cost	175 Points
Total	675 Points

The scale below (0-5) will be used to rate each proposal on the criteria listed in the Technical Proposal Evaluation table.

DOES NOT MEET 0 POINTS	WEAK 1 POINT	WEAK TO MEETS 2 POINTS	MEETS 3 POINTS	MEETS TO STRONG 4 POINTS	STRONG 5 POINTS
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DAS will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's Total Technical Score in Table 3. Representative numerical values are defined as follows:

DOES NOT MEET (0 pts.): Response does not comply substantially with requirements or is not provided.

WEAK (1 pt.): Response was poor related to meeting the objectives.

WEAK TO MEETS (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.

MEETS (3 pts.): Response generally meets the objectives (or expectations).

MEETS TO STRONG (4 pts.): Response indicates the objectives will be exceeded.

STRONG (5 pts.): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

TABLE 3 - TECHNICAL PROPOSAL EVALUATION

CRITERION	WEIGHT	RATING (0=DOES NOT MEET TO 5=STRONG)	EXTENDED SCORE
<b>OFFEROR PROFILE</b>			
1. The Offeror is an approved SIG partner that has experience with projects similar in size and scope.	15		
2. The Offeror demonstrates a record of success in supporting academically underperforming school districts in Ohio.	15		
3. The Offeror demonstrates sufficient qualifications to undertake all activities required of the ONET provider.	10		
4. The Offeror demonstrates sufficiency of resources to meet the Project timeline and deliverables.	5		
<b>OFFEROR REFERENCES</b>			
1. The Offeror provides references from previous work of similar size, scope, and nature. (Please complete Attachment Five of this RFP.)	10		
<b>SCOPE OF WORK</b>			
1. The Offeror proposes well-defined, comprehensive services, strategies, and plans meeting the requirements and expectations set forth in this RFP.	15		
2. The appropriateness and quality of the methodology and Work Plan proposed, which includes all components and Work Plan requirements in this RFP.	10		
3. The Offeror provides a definitive description of any anticipated difficulties in performing the specified Project requirements and proposed solutions to those difficulties.	5		
<b>STAFFING PLAN</b>			
1. The Offeror identifies the percentage of time key project personnel will be expected to spend on this Project, indicates the number of FTE's assigned to the Project, and assures the State that assigned staff will be well versed in Project operations and contract administration issues.	10		
2. The Offeror provides a definitive description of a contingency plan for completing the Project, should the key project personnel become unavailable to work on this Project for any reason.	5		

Total Technical Score: \_\_\_\_\_

In this RFP, DAS asks for responses and submissions from Offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an Offeror, a failure by an Offeror to make a required submission or meet a mandatory requirement will normally result in a rejection of that Offeror's Proposal. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that DAS received.

Once the technical merits of a Proposal are evaluated, the costs of that Proposal will be considered. It is within DAS' discretion to wait to factor in a Proposal's cost until after any interviews, presentations, demonstrations or discussions. Also, before evaluating the technical merits of the Proposals, DAS may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. DAS may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

COST PROPOSAL POINTS. DAS will calculate the Offeror's Cost Proposal points after the Offeror's total technical points are determined, using the following method:

Cost points = (lowest Offeror's cost/Offeror's cost) x Maximum Allowable Cost Points as indicated in the "Scoring Breakdown" table. The value is provided in the Scoring Breakdown table. "Cost" = Total Not to Exceed Cost identified in the Cost Summary section of Offeror Proposals. In this method, the lowest cost proposed will receive the Maximum Allowable Points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted cost proposal given the maximum number of points possible for this criterion. Other acceptable cost proposals will be scored as the ratio of the lowest price proposal to the proposal being scored, multiplied by the maximum number of points possible for this criterion.

An example for calculating cost points, where Maximum Allowable Cost Points Value = 60 points, is the scenario where Offeror X has proposed a cost of \$100.00. Offeror Y has proposed a cost of \$110.00 and Offeror Z has proposed a cost of \$120.00. Offeror X, having the lowest cost, would get the maximum 60 cost points. Offeror Y's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$110.00 (Offeror Y's cost) equals 0.909 times 60 maximum points, or a total of 54.5 points. Offeror Z's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$120.00 (Offeror Z's cost) equals 0.833 times 60 maximum points, or a total of 50 points.

Cost Score: \_\_\_\_\_

FINAL STAGES OF EVALUATION. The Offeror with the highest point total from all phases of the evaluation (Technical Points + Cost Points) will be recommended for the next phase of the evaluation.

Technical Score: \_\_\_\_\_ + Cost Score: \_\_\_\_\_ = Total Score: \_\_\_\_\_

If DAS finds that one or more Proposals should be given further consideration, DAS may select one or more of the highest-ranking Proposals to move to the next phase. DAS may alternatively choose to bypass any or all subsequent phases and make an award based solely on the proposal evaluation phase.

REJECTION OF PROPOSALS. DAS may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that DAS believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, DAS may cancel this RFP, reject all the Proposals, and seek to do the Project through a new RFP or by other means.

DISCLOSURE OF PROPOSAL CONTENTS. DAS will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, DAS will seek to keep the contents of all Proposals confidential until the Contract is awarded. DAS will prepare a registry of Proposals containing the name and address of each Offeror. That registry will be open for public inspection after the Proposals are opened.

#### PART FIVE: AWARD OF THE CONTRACT

CONTRACT AWARD. DAS plans to award the Contract based on the schedule in the RFP, if DAS decides the Project is in the best interests of the State and has not changed the award date.

The signature page for the Contract is included as Attachment Three of this RFP. In order for an Offeror's Proposal to remain under active consideration, the Offeror must sign, the two (2) copies enclosed, in blue ink and return the signed Contracts to DAS with its response. Submittal of a signed Contract does not imply that an Offeror will be awarded the Contract. In awarding the Contract, DAS will issue an award letter to the selected Contractor. The Contract will not be binding on DAS until the duly authorized representative of DAS signs both copies and returns one (1) to the Contractor, the Agency issues a purchase order, and all other prerequisites identified in the Contract have occurred.

DAS expects the Contractor to commence work upon receipt of a state issued purchase order. If DAS awards a Contract pursuant to this RFP and the Contractor is unable or unwilling to commence the work, DAS reserves the right to cancel the Contract and return to the original RFP process and evaluate any remaining Offeror Proposals reasonably susceptible of being selected for award of the Contract. The evaluation process will resume with the next highest ranking, viable Proposal.

CONTRACT. If this RFP results in a Contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's accepted Proposal and written authorized addenda to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The general terms and conditions for the Contract can be found in the [RFP Terms and Conditions](#) link.

If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Offeror's proposal, as amended, clarified, and accepted by DAS; and
4. The documents and materials incorporated by reference in the Offeror's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS  
PART ONE: WORK REQUIREMENTS

This attachment describes the Project and what the Contractor must do to complete the Project satisfactorily. It also describes what the Offeror must deliver as part of the completed Project (the "Deliverables"), and it gives a detailed description of the Project's schedule.

Working closely with the Transformation/Turnaround Specialists in ODE's Office of Transforming Schools, the ONET shall work with districts and charter schools and their external partners as they develop and implement plans for transformation, turnaround, or closure, and seek technical assistance to move forward and to ensure student success remains central to their work.

One (1) of the primary responsibilities of ONET is in the area of accountability, which is essential in transformation/turnaround work. Too often, the lack of improvement in failing schools stems from a deficient accountability system and an absence of networked improvement strategies. The Office of Transforming Schools will ensure that accountability measures are firmly in place, responsible parties are defined, and progress is measured at, minimum, on a quarterly basis for each transformation/turnaround school. Accountability measures and results will be posted on ODE's Web site.

I. SCOPE OF WORK.

A. DEFINITIONS.

1. Agency. The Ohio Department of Education (ODE).
2. ARRA. American Recovery and Reinvestment Act of 2009.
3. Calendar Year. January 1 through December 31 of the respective year.
4. Contract Administrator. The State representative responsible for contract administration.
5. Contractor. A successful Offeror who shall perform the duties specified in the Contract.
6. DAS. The Department of Administrative Services.
7. DOE. The U.S. Department of Education.
8. Electronic commerce technologies. Electronic Data Interchange, Web Invoicing, and Payment cards.
9. ESEA. Elementary and Secondary Education Act of 1965.
10. LEA. Local Education Agency.
11. ODE. The Ohio Department of Education.
12. Offeror. A company or individual submitting a Proposal in response to this RFP.
13. ONET. Ohio Network for Education Transformation (ONET) Provider.
14. OSLN. Ohio STEM Learning Network.
15. RFP. That certain Request for Proposal for the ODE, issued by the state of Ohio, through the Department of Administrative Services, Office of Procurement Services, including any addenda, which by its terms is an integral part of this Contract.
16. RttT. Race to the Top.
17. SEA. State Education Agency.
18. SIG. School Improvement Grant.
19. SSTs. State Support Teams.
20. STEM. Science, technology, engineering, and math.

21. State. Refers to the state of Ohio, through any of its departments, agencies, or representatives.
22. State of Ohio fiscal year. The period from July 1 of one (1) calendar year through June 30 of the following calendar year.
23. Subcontractor. Any service provider hired under contract with the Contractor to meet the requirements of this agreement.

- B. GENERAL REQUIREMENTS. The Contractor agrees to be responsible for the areas of responsibility identified in this RFP. In addition, the Contractor shall meet or exceed all standards, regulations, laws and ordinances as adopted by federal, state and local authorities. These laws and ordinances must include, but not be limited to, any governing body under which the State may operate now or in the future.

The ONET shall be managed by a school support organization, led by one (1) contracted FTE at Executive Director Level and four (4) contracted FTEs at Director Level at ONET, as well as five (5) Associate Directors of ONET. The ONET governance structure will include leadership from ODE, the Ohio Board of Regents, the Governor's Office, State and local education organizations and business partners.

C. PROGRAMMATIC REQUIREMENTS AND ASSUMPTIONS.

1. Organizational location requirements. Many of the RttT projects for Ohio will require an Ohio-based, proof of an intent to partner with, or proof of an agreement already in place with an Ohio-based organization. This Project does not have that as a mandatory requirement. As stated previously in this RFP, "Offerors must present data that demonstrates a record of success in supporting academically underperforming school districts in Ohio and be able to provide an example of at least one (1) project similar and size and scope as part of the Technical Proposal for this RFP." Please refer to Part Four, pages 14 – 16 of this RFP. The areas in which the State will evaluate proposals are listed in the tables contained therein.

Offerors should ensure they are intimately familiar with the contents of this RFP and the referenced material herein. It is vitally important to the State that Offerors are familiar with the Ohio Improvement Process (OIP) Model. Not being an Ohio-based company will not eliminate potential Offerors for this Project, however, the State wishes to reiterate the importance of familiarity with Ohio's environment. The State's intention is to review all proposals, regardless of the Offerors geographic location and find the best value for this Project and ensure capacity building and program sustainability.

2. SIG Schools. As of this date, ODE does not have the final numbers for Cohort 2 SIG schools, but estimates that 40 - 50 schools will be participants from the State's list of lowest-achieving schools. ODE anticipates a final determination will be made before July 2011. The State's first cohort of schools totals 41 from the 68 lowest-achieving schools (the lowest five percent [5%]), with whom ODE Transformation Specialists facilitate. The schools in Cohort 2 will be what the State expects the ONET provider and their staff will most likely serve. The list for early warning schools, those next on the State's lowest performing list (six – ten percent [6-10%]) is larger, and the State is in the process of determining how to best meet the needs of these schools.

A current list of SIG funded schools is available on the ODE Web site at: [www.ode.state.oh.us](http://www.ode.state.oh.us). Click on "Improvement" and then on "Transforming Schools" to access this information.

3. Offeror logistical and/or technical assistance needs. Most of the work of the ONET technical assistance team will be in the schools or districts served. In the event Offerors have a need for a physical location (and the supporting logistical needs for space, equipment, etc.) to support the extent of the relationship required by/with ODE and other associated partners, meetings at the ODE main office in Columbus, or when reports need completed or for monitoring on their provided laptops, the requirements must be clearly indicated and described in the Assumptions section (Tab 10) of the Technical Proposal and ensure the requirements are consistent with the Work Plan in Tab 7.
4. Unconventional transformation plans. The initial RFP for this program had inquiries related to the acceptance of unconventional transformation plans, therefore the following information is provided to address potential inquiries in this arena. Offerors should keep in mind that the State is looking for the Proposal that will provide the best value for this Project. Offerors should ensure their proposals definitively describe their expertise and experience in school turnaround, and clearly present the data that aligns with their successes. The more specific information that can be given to demonstrate experience and previous success in turning around Ohio's lowest-achieving schools, the better. The State welcomes and encourages all Proposals to meet this goal.

- D. CONTRACTOR RESPONSIBILITIES. The Contractor shall meet all RFP requirements and perform Work as defined in the Scope of Work.
1. Design, develop, and staff the ONET, with at minimum, the staff required by paragraph J. (STAFF) of this RFP. It is the State's expectation for the Contractor to attract and recruit experts in the field to meet the staffing requirements.
  2. Collaborate, communicate, and align with RttT Regional Managers, RttT Regional Specialists, Transformation/Turnaround Specialists, and State System of Support Staff.
  3. Research proven intervention models (consistent with the definition in the RttT notice) and share best practices with districts, charter schools, State Support Teams (SSTs) and transformation/turnaround school leaders through an ONET Web site, and at required conferences for these schools. Training in the ODE Diagnostic Review Process will be provided by ODE as expeditiously as possible after contract award. Other innovative suggestions and resources to the process are encouraged. The State is looking for state of the art solutions, and welcomes and encourages Contractors with the skills and experience in this field to present those solutions to meet the needs identified in the RFP.
  4. Assist ODE in developing the expertise and capacity to transform/turnaround schools, using data-driven decision processes.
  5. Develop a best practices network for SIG and Innovation Programs with ODE ONET Director and identified schools of local and national partners who will invest resources, time, and funds in this Work.
  6. Share research on low performing schools that incorporate topics such as school climate, proven turnaround strategies, and strong instructional practice that are tied to classroom data.
  7. Develop and/or seek specialized strategies in turning around low-achieving community schools or schools that serve specialized populations (e.g., students with disabilities, dropouts).
  8. Complete "deep-dive" building-level diagnostic reports using the ODE diagnostic tool to develop building recommendations. Training in ODE Diagnostic Review Process will be provided by ODE. The diagnostic reports shall be aligned with school improvement plans in the following areas:
    - a. Alignment with Standards.
    - b. Instructional Practices.
    - c. Environment/Climate.
    - d. System of Leadership.
    - e. Professional Development.
  9. Support and assist with the implementation of new and innovative school models that received grants to implement (Asia Society, AVID, Early College High Schools, New Tech Network, and STEM); provide inspiration and direction for other schools; and serve as laboratories in the development and scale-up of proven learning options.
  10. Support the transformation/turnaround work of staff in persistently low-achieving schools with ODE's Transformation Specialists' protocol and monitoring from Cohort 1 Schools (41). Technical assistance shall include, but not necessarily be limited to:
    - a. Conducting baseline assessments.
    - b. Building focused work plans.
    - c. Setting benchmarks and metrics consistent with SIG and RttT.
    - d. Recruiting building level transformation/turnaround teams.
  11. Guide SIG and Innovation Programs schools in selecting and using effective strategies, tools, and initiatives.
  12. Collaborate with the Ohio Department of Education, Center for School Improvement, Office of Transforming Schools, Liaison of ONET, districts and transformation/turnaround schools to provide technical assistance to Cohort 2 and Cohort 1 (41) as needed, and support persistently lower-achieving schools' adoption of school transformation/turnaround models.

13. Coordinate with the OSLN to help transform/turnaround schools increase their STEM teaching and learning capabilities and expose students to STEM-related careers.
  14. Measure performance of transformation/turnaround schools and determine the effectiveness of the respective intervention models.
  15. Report to the State and public on progress in turning around schools along with Transformation Specialists.
  16. Provide the Center for School Improvement with quarterly reports on progress of providing resources to transformation/turnaround schools and Innovation Programs. Possibly subcontract with an external evaluator to provide ongoing process evaluation, data collection, and analysis for ODE reporting and DOE RttT reporting.
  17. Assist ODE in holding semi-annual conferences, in the spring and fall of each contract year, to promote best practice sharing and learning for School Transformation/Turnaround Leader Program participants and Building Level Teams of the Persistently Lowest Achieving Schools and Schools in Early Warning Status.
  18. Measure and report baseline progress and annual progress of transformation/turnaround schools through the “deep-dives” mentioned above.
  19. Assist ODE in holding annual regional meetings, in the summer of each contract year, of State Support Teams, LEA Transformation/Turnaround Specialists (LEA supported), and the ONET Technical Assistance Team to ensure transformation/turnaround best practices and lessons learned are shared across various state and local responsible parties.
- E. BUILDING CAPACITY FOR SUSTAINED IMPROVEMENT. The Contractor shall ensure growth and transformation/turnaround of classrooms toward embedding performance tasks in the curriculum and within the school culture. Offerors are expected to clearly demonstrate how their proposal ensures this key component is understood and will be considered successful at the end of this Contract.
- F. WORK PLAN REQUIREMENTS. The Offeror shall ensure a definitive description, methodology, and plan of action are provided in response to this RFP. ONET shall coordinate support and deepen community engagement to spur shared accountability and ownership of the transformation/turnaround of these schools. The specific work includes, but may not be limited to the following:
1. Sharing research on low performing schools that incorporate topics such as school environments, low expectations, maintenance of status quo, strong instructional practice, etc.
  2. Supporting the transformation/turnaround work of staff in persistently low-achieving schools. Capacity building to ensure sustainability is a key item for this program. Technical assistance shall include conducting baseline assessments, building focused work plans, setting benchmarks and metrics consistent with SIG and RttT, and recruiting building level transformation/turnaround teams.
- Depending on the number of schools in the ONET Cohort 2 SIG schools, the technical assistance specialists shall provide monitoring, mentoring, and support school leadership per the need of each building. The State's Transformation Specialists currently are in schools daily performing these tasks for Cohort 1. Depending on the number of buildings assigned to each specialist, one (1) would work directly with a school weekly or every other week. Additional time every other week would be utilized for professional development at ODE with their Transformation Specialists.
3. Guiding schools in selecting and using effective supports, tools, and initiatives.
- G. LEADERSHIP, STAFFING, AND PROFESSIONAL DEVELOPMENT. The Offeror shall describe the qualifications for the leadership team. The Offeror shall include, but not necessarily limit their response to, a narrative addressing each of the following items:
1. The plan(s) for recruiting, hiring, and developing leaders and team members for this model.

2. The plan(s) for determining and measuring the effectiveness of the Program. If applicable, describe the fair and consistent method that will be used by the team to evaluate the Program's success or the effectiveness of the assigned staff.
  3. How the leadership team will collaborate with the school buildings to set academic goals, develop and implement the Program, assess progress in meeting goals, and hold each other accountable for meeting such goals.
  4. The staffing model for the program, including all academic and non-academic personnel and the number and types of positions and the process to be used to assign staff based on the needs identified and the qualifications staff possess.
  5. A detailed plan(s) for any performance-based incentives to attract, retain, and reward staff who are tied directly to the program's mission, student achievement, performance indicators, and growth.
  6. A detailed description of all subcontractors and partnership organizations that the ONET provider will use in the implementation and execution of this Program and the process used for their selection.
- H. OUTCOMES-BASED MEASUREMENT PLAN. The Offeror shall define the realistic and aggressive outcomes that will be achieved at the end of the initial term of this Contract (2014) as the result of the Program. The Contractor shall include, but not necessarily limit their response to, a narrative and Gantt chart addressing the following items:
1. Complete by September 2011:
    - a. Identify and begin implementing proven models in the Cohort 2 lowest-achieving schools. [ODE, LEA, ONET]
    - b. Design, staff, and execute the ONET. [ONET, ODE]  
NOTE: The State's expectation is that the key staff identified in this RFP be on board by August 31, 2011.
    - c. Complete "deep-dive" building level needs assessment of the Cohort 2 lowest-achieving schools. [ONET, ODE]
    - d. Provide on-site support to the Cohort 2 lowest-achieving schools through ONET. [ONET]
    - e. Provide technical assistance to the Cohort 2 lowest-achieving schools and early warning schools. [ODE, ONET]
    - f. Complete diagnostic assessment of first cohort of early warning schools. [ODE]
    - g. Begin creating first cohort of ONET Innovative Schools. [ODE, ONET, OSLN]
    - h. Collect first year of data on implementation and impact from the 41 (Cohort 1) lowest-achieving schools. [LEA, ODE, ONET]
    - i. Report publicly the progress in transformation/turnaround schools. [ONET, ODE]
    - j. Contract (with an external provider as necessary) to hold the annual regional stakeholder meeting, in the summer. [ODE, ONET]
  2. Complete by September 2012:
    - a. Identify and continue implementing proven models in the Cohort 2 lowest-achieving schools. [ODE, LEA, ONET]
    - b. Provide on-going technical assistance and on-site support for the Cohort 2 lowest-achieving schools. [ONET, ODE]
    - c. Complete diagnostic assessment of second cohort of early warning schools. [ODE]
    - d. Continued training provided to transformation/turnaround specialists in the Cohort 2 lowest-achieving schools through the STLP. Train an additional cohort of specialists in early warning schools. [ONET, ODE]
    - e. Begin creating second cohort of ONET Innovative Schools. [ODE, ONET, OSLN]
    - f. Collect second year of data on implementation and impact from the lowest-achieving schools. [LEA, ODE, ONET]
    - g. Report publicly the progress in transformation/turnaround schools. [ONET, ODE]
    - h. Contract (with an external provider as necessary) to hold semi-annual conferences, in the fall and spring, to promote best practice sharing and learning. [ODE, ONET]
    - i. Contract (with an external provider as necessary) to hold the annual regional stakeholder meeting, in the summer. [ODE, ONET]
  3. Complete by September 2013:
    - a. Identify and continue implementing proven models in the Cohort 2 lowest-achieving schools. [ODE, LEA, ONET]
    - b. Provide on-going technical assistance and on-site support for the Cohort 2 lowest-achieving schools. [ONET, ODE]

- c. Complete diagnostic assessment of third cohort of early warning schools. [ODE]
- d. Continued training provided to transformation/turnaround specialists in the lowest-achieving schools through the STLP. Train an additional cohort of specialists in early warning schools. [ONET, ODE]
- e. Begin creating third cohort of ONET Innovative Schools. [ODE, ONET, OSLN]
- f. Collect third year of data on implementation and impact from the lowest-achieving schools. [LEA, ODE, ONET]
- g. Report publicly the progress in transformation/turnaround schools. [ONET, ODE]
- h. Contract (with an external provider as necessary) to hold semi-annual conferences, in the fall and spring, to promote best practice sharing and learning. [ODE, ONET]
- i. Contract (with an external provider as necessary) to hold the annual regional stakeholder meeting, in the summer. [ODE, ONET]

4. Complete by September 2014:

- a. Identify and continue implementing proven models in the Cohort 2 lowest-achieving schools. [ODE, LEA, ONET]
- b. Provide on-going technical assistance and on-site support for the Cohort 2 lowest-achieving schools. [ONET, ODE]
- c. Complete diagnostic assessment of fourth cohort of early warning schools. [ODE]
- d. Continued training provided to transformation/turnaround specialists in the lowest-achieving schools through the STLP. Train an additional cohort of specialists in early warning schools. [ONET, ODE]
- e. Complete ONET Innovative Schools. [ODE, ONET, OSLN]
- f. Collect fourth year of data on implementation and impact from the lowest-achieving schools. [LEA, ODE, ONET]
- g. Report publicly the progress in transformation/turnaround schools. [ONET, ODE]
- h. Contract (with an external provider as necessary) to hold semi-annual conferences, in the fall and spring, to promote best practice sharing and learning. [ODE, ONET]
- i. Contract (with an external provider as necessary) to hold the annual regional stakeholder meeting, in the summer. [ODE, ONET]
- j. Complete the comprehensive evaluation of the School Transformation/Turnaround initiative with recommendations for replication by other schools. [ODE, ONET]

I. PROPOSED ACTIVITIES TIMELINE FOR ONET.

DELIVERABLE	2011-2012	2012-2013	2013-2014
Cohort 1 SIG Schools (41) Lead- Transformation Specialists Assistance-ONET	AM, TA, RD	AM, TA, RD	AM, TA, RD
Cohort 2 SIG Schools (40 - 50) approximately Lead- ONET Assistance-Transformation Specialists	DD, R, AM, TA, PD	R, AM, TA,PD	R, AM, TA,PD
Early Warning Schools (41) Lead-Center for School Improvement Assistance-ONET	R, AM, TA	R, AM, TA	R, AM, TA
Contractor Task Development-ONET Lowest Performing Schools	PD (assist ODE with all conferences and Learning Zones)	PD (assist ODE with all conferences and Learning Zones)	PD (assist ODE with all conferences and Learning Zones)
Contractor Task Development-ONET Innovative Programs 1.AVID 2. Asia Society 3. Early College High Schools 4. New Tech Network 5. STEM 6. Other "Innovative Proven Model" Lead -Model External Provider Assistance- ONET, Center for School Improvement	AM, I, PD	AM, I, PD	AM, I, PD

AM=Assess & Monitor; DD=Deep-Dive Diagnostic Review; I=Innovation Research and Creation of Lab Schools; PD=Professional Development; R=Research; RD=Reporting the Data; TA=Technical Assistance

- J. STAFF. The Contractor has developmental and staffing responsibilities for the ONET. This development shall include attracting the required experts to work with Ohio's persistently lowest-achieving schools, and staffing the organization. Key staff positions shall be filled by August 31, 2011. The State's expectation is that the determination of the ONET specialists will be determined by the ONET provider in collaboration with the Center for School Improvement, especially the ONET liaison. Through the training in combination with the ODE Transformation Specialist, the technical assistance specialists will be provided training on the protocols used working with Ohio's lowest-achieving schools.

This RFP indicates the requirement (minimum staffing levels) for one (1) Executive Director and a full time staff of nine (9). The State's expectation is that the successful Offeror for this Project has a clear understanding that the salaries, travel expenses, supply expenses, and computer with maintenance specific costs be a responsibility of the Contractor. Travel and ancillary expenses are not reimbursable on a line item basis. When calculating these ancillary expenses into the Proposal, Offerors should ensure they keep in mind the fiduciary responsibilities of the State and our expectations with respect to what is a reasonably priced cost of doing business for the Contractors with whom a contract is executed. Travel guidelines can be found at the following URL address: <http://obm.ohio.gov/MiscPages/TravelRule/> The expectation is not for part-time contractors but full time positions, which the Contractor for this Project will manage.

The key staff shall include, at a minimum:

1. One (1) Executive Director with transformation/turnaround school experience to serve as director of ONET.
2. Four (4) Directors of ONET with relevant experience to manage the following:
  - a. Knowledge Management. Responsibilities include, but are not limited to the following: Identifying best-practice transformation/turnaround models and sharing best practices with LEAs, State Support Teams (SSTs), and transformation/turnaround school leadership.
  - b. School Transformation/Turnaround Leadership Program. Responsibilities include, but are not limited to the following: Developing and delivering the Program, recruiting and placing transformation/turnaround leaders into the persistently lowest-achieving schools
  - c. Local Partnerships. Responsibilities include, but are not limited to the following: Developing a strong network of local partners, including heads of business, community, and philanthropy, with the goal of sustaining the public/private partnership without state/federal funds by the end of the Contract.
  - d. National Partnerships. Responsibilities include, but are not limited to the following: Fostering partnerships with national transformation/turnaround experts, including attracting these experts to work with Ohio's persistently lowest-achieving schools.
3. Five (5) Associate Directors of ONET to serve as the Technical Assistance Teams for LEAs and buildings. These contracted FTEs shall have experience at the LEA and/or building level in turning around schools and shall work directly with LEAs (primarily) and buildings (secondarily) to provide technical assistance and execution support for transformation/turnaround.

- K. ORGANIZATIONAL AND ADMINISTRATIVE REQUIREMENTS. The Offerors shall not consider pre-qualification as an endorsement of the state of Ohio.

L. REPORTING RECORDS AND CONFIDENTIALITY.

1. The Contractor shall grant representatives of ODE full access to sites which it provides ONET services for purposes of observing and monitoring program activities.
2. The Contractor shall respect the confidentiality of student records and share this information only with parents and appropriate school personnel.
3. All documents contained in or submitted with the Contractor's Proposal shall become the exclusive property of the State and may be distributed in any manner deemed necessary by the State.
4. The Contractor shall provide the ODE with a report of the deliverables, in electronic and hard copy, both by Project, and by building, quarterly to ODE and comply with all ARRA reporting requirements and timelines.

5. The Contractor shall provide a year-end utilization report to DAS, OPS as indicated in Part Three of this RFP. The report shall summarize highlights of the respective reporting period requirements, for the respective contract years ending on September 30. The report shall be provided by November 15 of each year.

M. MEETING REQUIREMENTS. The Contractor shall be responsible for the organization, logistics, and conduct of the following periodic meetings:

1. Semi-annual conferences (in the fall and spring of each contract year) to promote best practice sharing and learning for School Transformation/Turnaround Leader Program participants and Building Level Teams of the Persistently Lowest Achieving Schools and Schools in Early Warning Status.
2. Annual regional meetings (in the summer of each contract year) of State Support Teams, LEA Transformation/Turnaround Specialists (LEA supported), and ONET Technical Assistance Team to ensure transformation/turnaround best practices and lessons learned are shared across various state and local responsible parties.

N. PROJECT IMPLEMENTATION AND TRANSITION. The Project Implementation Plan shall include a description of how the requirements of the Project will be implemented. Prospective Contractors shall indicate a commitment to assume responsibilities and execute Program requirements within five (5) business days after notification of Contract award. Failure of the successful Offeror or to execute program implementation within this time-frame shall be grounds for the State to cancel the award of the Contract to the selected Contractor, select another Offeror, and/or re-open the negotiation process.

The Contractor may be required to attend meetings during the course of this Contract. ODE may require information and/or data be provided at different frequencies of time based on the Work being performed and the schedule of performance. (NOTE: Offerors are welcomed and encouraged to propose how they will address additional communications and information requests from ODE, as well as meeting frequency, methods etc. to ensure both parties have a clear understanding of contractual expectations and efficient operations.)

The Offeror shall address the proposed transition process for ease of implementation of subsequent contractors should the need arise at the end of the Contract term.

1. Staff Availability & Knowledge Transfer. The Contractor shall play an integral role in providing knowledgeable human resources during a transitional period to ensure uninterrupted operations and availability of the Information System. Consultations and expertise are required in addition to supplied documentation. Experts are required in the facilities, technical, conceptual and functional facets of the Information System.
2. Documentation. Documentation shall be made available to assist in the execution of a transition plan. The Contractor is responsible for developing and maintaining documentation at all times during the Contract period. All documentation shall be made available to the State upon the State's request. The documentation shall include, but not be limited to: user guides, program and system narratives, system flows and processing schedules, technical architecture & hardware specifications and the Disaster Recovery Plan.
3. Application Data. The Contractor is responsible for maintaining current and accurate data. If required, this data shall be made available to assist in the execution of a transition plan.

- O. ODE RESPONSIBILITIES. The Ohio Department of Education shall be responsible for monitoring the Contractor's performance and compliance with the [terms and conditions](#) of the Contract during the time the contract is in effect. The Contractor shall submit quarterly status reports and meet as necessary with the Department. If ODE observes any infraction(s), such shall be documented and conveyed to the Contractor for immediate correction. Continued failures on the Contractor's part to comply with the Contract may result in the immediate removal of the Contractor from the Contract by the State. ODE shall:
1. Coordinate and communicate with the Contractor in order to implement the Program.
  2. Coordinate regular status meetings with the selected Contractor throughout the Contract administration period.
  3. Reimburse the Contractor for services rendered. Payment of the Contractor's invoices will be authorized by ODE, upon receipt of the biannual progress report describing work completed in conformance with the Contract.
  4. Data submission to meet the ARRA SharePoint reporting requirements.

ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS  
PART TWO: SPECIAL PROVISIONS

THE OFFEROR'S FEE STRUCTURE. The Contractor will be paid as proposed on the Cost Summary Form after the Agency approves the receipt of product(s) and continued completion of all deliverables.

REIMBURSABLE EXPENSES. None.

BILL TO ADDRESS.

Ohio Department of Education  
Center for School Improvement  
Ohio Network for Education Transformation (ONET)  
25 South Front Street, Mail Stop 401  
Columbus, OH 43215

FUNDING SOURCE. ARRA – RttT.

Fund: 3FD0  
ALI: 200665  
Department: EDU510100  
Program: 6910C  
Project: EDURTTTN  
Grant: EDUFRTTT

REQUIRED SUPPLEMENTAL TERMS FOR ARRA CONTRACTS

DAS TERM CONTRACTS. In the event a state of Ohio agency obligates funds under the Recovery Act on an existing DAS contract, it must report the purchase as a “Recovery” action per FAR Section 4.625(c) and Subpart 5.7.

TIMELY AND ACCURATE REPORTING. The Act requires periodic reporting on projects using ARRA funds to ensure accountability and transparency on all activities associated with the purchase. The Office of Budget and Management has and continues to issue guidance memos to assist state agencies when using ARRA funds. These memos are posted on the OBM Web site at: <http://obm.ohio.gov/>. The following guidance memos are relevant to reporting requirements:

1. Guidance Memo #3 – Preliminary Reporting Guidance
2. Guidance Memo #5 – Risk Management
3. Guidance Memo #6 – Award Notices and Cash Receipts
4. Guidance Memo #7 – Ohio ARRA Hub & Reporting Requirements

Furthermore, Supplement Three at the end of this guidance is a template form for subcontractors and subgrantees using ARRA funds.

JOB POSTING. All jobs created with ARRA funds are required to be posted on [www.ohiomeansjobs.com](http://www.ohiomeansjobs.com) and at the closest ODJFS One-Stop location (stops: <http://jfs.ohio.gov/owd/wia/wiampap.stm>).

The Act requires reporting of all jobs created and retained with ARRA funds. The federal Office of Management and Budget defines jobs created as “those positions created and filled, or previously existing unfilled positions that are retained as a result of Recovery Act funding.” Positions retained are “those previously existing filled positions that are retained as a result of Recovery Act funding.” A job cannot be reported as both created and retained. It is not necessary to post an unfilled position if a laid-off worker is being recalled to re-fill that position, but the position, when filled, must still be reported as a position created.

When an employer posts a job on OhioMeansJobs, the posting has a job post number. All grantees, contractors, and subcontractors will use this number to meet certain reporting requirements of the previous section.

ACCESSIBILITY TO RECORDS AND PROJECT SITES. The Act requires that each contract and grant awarded using ARRA funds must include a provision to allow certain access to information by the U.S. Comptroller General and the Inspector General. This access includes the examination of records of contractors and subcontractors, and ability to interview any employees or officers associated with the contracts.

EQUAL OPPORTUNITY LAWS AND PRINCIPLES. The Act requires all contractors and subcontractors and subgrantees to comply with federal and state laws pertaining to civil rights and discrimination. Among the applicable federal laws are:

1. Title VI & Title VII of Civil Rights Act of 1964
2. Equal Pay Act of 1962
3. Age Discrimination in Employment Act of 1967
4. Title IX of Educational Amendments of 1972
5. Section 504 of the Rehabilitation Act of 1973
6. Age Discrimination Act of 1975
7. Title I & Title V of Americans with Disabilities Act of 1990
8. Fair Housing Act
9. Fair Credit Reporting Act
10. Equal Educational Opportunities Act
11. Uniform Relocation Act

Among the applicable Ohio laws and provisions are:

1. Ohio revised code 122.71, 125.111, 153.59, 4112.01, 4112.02
2. Governor's Executive Order 2007-10S

PREVAILING WAGE. The Act requires that all contractors and subcontractors pay not less than the prevailing wage under the Davis-Bacon Act to all laborers and mechanics on projects funded directly by or assisted in whole or in part by ARRA funds. The agency must communicate this requirement to contractors and subcontractors and issue the appropriate federal wage rates to them. Once this is completed, Ohio's prevailing wage rates do not apply and the agency is exempt pursuant to ORC 4115.04(B)(1). The project then becomes a federal project administered by a state agency.

In the event that the Contract work does not lie within the purview of the Davis-Bacon Act, then the agency must apply Ohio prevailing wage law, in accordance with ORC sections 4115.03 to 4115.06.

WHISTLEBLOWER PROTECTIONS. The Act contains new language regarding whistleblower protections that prohibit non-federal employers from discharging, demoting, or discriminating against an employee as a reprisal for disclosing information. Contracts and grant agreements using ARRA funds must include reference to these revised provisions, which are contained in ARRA section 1553, FAR case 2009-012.

## ATTACHMENT TWO: REQUIREMENTS FOR PROPOSALS

**PROPOSAL FORMAT.** Each Proposal must include sufficient data to allow the State to verify the total cost for the Project and all of the Offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. An identifiable tab sheet must precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following information, chronologically in order, with tabbed sections as listed below:

1. Cover Letter and Mandatory Requirements
2. Certification
3. Signed Contracts
4. Offeror Profile and Prior Projects
5. Offeror References
6. Staffing Plan
7. Work Plan
8. Support Requirements
9. Conflict of Interest Statement
10. Assumptions
11. Proof of Insurance
12. Payment Address
13. Contract Performance
14. W-9 Form and Additional Vendor Information Form
15. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA)
16. Affirmative Action Plan
17. Standard Affirmation and Disclosure Form - Executive Order 2010-09S Requirements
18. Cost Summary Form

### REQUIREMENTS:

1. **Cover Letter.** The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Offeror. The cover letter will provide an executive summary of the solution the Offeror plans to provide. The letter must also have the following:
  - a. A statement regarding the Offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business.
  - b. A list of the people who prepared the Proposal, including their titles.
  - c. The name, phone number, fax number, e-mail address, and mailing address of a contact person who has authority to answer questions regarding the Proposal.
  - d. A list of all subcontractors, if any, that the Offeror will use on the Project if the Offeror is selected to do the Work.
  - e. For each proposed subcontractor, the Offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:
    - 1) The subcontractor's legal status, tax identification number, and principal place of business address.
    - 2) The name, phone number, fax number, e-mail address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations.
    - 3) A description of the work the subcontractor will do.
    - 4) A commitment to do the work if the Offeror is selected.
    - 5) A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.
    - 6) A statement that the Subcontractor will maintain any permits, licenses, and certifications required to perform work.

- f. A statement that the Offeror's proposed solution for the Project meets all the requirements of this RFP.
- g. A statement that the Offeror has not taken any exception to the Terms and Conditions, which can be found at the following link:

[RFP Terms and Conditions](#)

- h. A statement that the Offeror does not assume there will be an opportunity to negotiate any aspect of the proposal.
- i. A statement indicating the Offeror will comply with all Federal and Ohio (Ohio Revised Code) Laws and Rules of the Ohio Administrative Code as those law and rules are currently enacted and promulgated, and as they may subsequently be amended and adopted.
- j. A statement that the Contractor shall not substitute, at Project start-up, different personnel from those evaluated by the State except when a candidate's unavailability is no fault of the Contractor (e.g., Candidate is no longer employed by the Contractor, is deceased, etc.).
- k. A statement that the Offeror is not now, and will not become subject to an "unresolved" finding for recovery under Revised Code Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding.

A statement that all the Offerors personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract. Refer to the Political Contributions paragraph in the . [RFP Terms and Conditions](#).

All contractors from whom the State or any of its political subdivisions make purchases in excess of \$2500.00 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. Provide a statement that the Offeror has been approved through this affirmative action program. Refer to the Affirmative Action paragraph in Attachment Two and to the Equal Employment Opportunity paragraph in the [RFP Terms and Conditions](#).

- l. Registration with the Secretary of State. By the signature affixed to this Offer, the Offeror attests that the Offeror is:
  - 1) An Ohio corporation that is properly registered with the Ohio Secretary of State; or
  - 2) A foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under Sections 1703.01 to 1703.31 of the Ohio Revised Code, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250 nor more than ten thousand dollars. No officer of a foreign corporation shall transact business in the state of Ohio, if such corporation is required by Section 1703.01 to 1703.31 of the Revised Code to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree.

Offeror attests that it is registered with the Ohio Secretary of State.

The Offeror's Charter Number is: \_\_\_\_\_.

Questions regarding registration should be directed to (614) 466-3910 or visit the Web site at:  
<http://www.sos.state.oh.us>

All Offerors who seek to be considered for a contract award must submit a response that contains an affirmative statement using the language in paragraph(s) a. through n. above.

Responses to all Mandatory Requirements from Table 1 must be included in this section (Tab 1).

- 2. **CERTIFICATION.** Each Proposal must include the following certification signed by the individual Offeror.

*(Insert Company name)* affirms they are the prime Offeror.

*(Insert Company name)* affirms it shall not and shall not allow others to perform work or take data outside the United States without express written authorization from the Agency Project Representative.

*(Insert Company name)* affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents.

*(Insert Company name)* affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

*(Insert Company name)* agrees that it is a separate and independent enterprise from the state of Ohio, the Agency, and the Department of Administrative Services. *(Insert Company name)* has a full opportunity to find other business and has made an investment in its business. Moreover *(Insert Company name)* will retain sole and absolute discretion in the judgment of the manner and means of carrying out its obligations and activities under the Contract. This Contract is not to be construed as creating any joint employment relationship between *(Insert Company name)* or any of the personnel provided by *(Insert Company name)*, the Agency, or the Department of Administrative Services.

*(Insert Company name)* affirms that the individuals supplied under the Contract are either: (1) employees of *(Insert Company name)* with *(Insert Company name)* withholding all appropriate taxes, deductions, or contributions required under law; or (2) independent contractors to *(Insert Company name)*.

*If the Offeror's personnel are independent Contractors to the Offeror, the certification must also contain the following sentence:*

*(Insert Company name)* affirms that it has obtained a written acknowledgement from its independent Contractors that they are separate and independent enterprises from the state of Ohio and the Department of Administrative Services and the Agency for all purposes including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the provisions of the Internal Revenue Code, Ohio tax law, worker's compensation law and unemployment insurance law.

3. Signed Contracts. The Offeror must provide two (2) originally signed, blue ink copies of the included Contract, Attachment Three. Offeror must complete, sign and date both copies of the Contract and include it with their Proposal. (Attachment Three).
4. Offeror Profile. Each Proposal must include a profile of the Offeror's capability, capacity, and relevant experience working on projects similar to this Work. The profile must also include the Offeror's legal name; address; telephone number; fax number; e-mail address; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees engaged in tasks directly related to the Work; and any other background information that will help the State gauge the ability of the Offeror to fulfill the obligations of the Contract. The financial stability of the company should also be described and is considered a necessary component of this portion of the Proposal's response. This RFP includes Offeror Profile Form as Attachment Four which must be completed for the Offeror. The Offeror must use this form and fill it out completely to provide the Offeror requirement information.

The Offeror shall also provide information on the firm's background as well as evidence that it has in place the personnel, internal procedures, and any other resources required under the terms of the Contract to ensure successful performance and contract compliance. Offerors must describe current operational capacity of the organization and the Offeror's ability to absorb the additional workload resulting from this Project. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

5. Offeror References. The Offeror must include a minimum of three (3) references for organizations and/or clients for whom the Offeror has successfully provided services on projects that were similar in their nature, size, and scope to the Work. Details of the similarities must be included. These references must relate to work that was completed within the past five (5) years. This RFP includes an Offeror Reference Form as Attachment Five. This form must be filled out completely for each of the three (3) references for the projects provided. Failure to recreate the form accurately may lead to the rejection of the Offeror's Proposal. When contacted, each reference must be willing to discuss the Offeror's previous performance on projects that were similar in their nature, size, and scope to the Work.

The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the Offeror on the Project. It is the Offeror's responsibility to customize the description to clearly substantiate the qualification. Previous experience must include the conduct, management, and coordination of projects. Incumbents must ensure specifics are addressed. Evaluations will not be based on intrinsic knowledge of evaluation committee members.

The description of the related service shows the Offeror's experience, capability, and capacity to develop this Project's deliverables and/or to achieve this Project's milestones. Details such as the size of the contracting organizations, duration of involvement, level of responsibility, significant accomplishments, as well as a thorough description of the nature of the experience will be required for appropriate evaluation by the committee.

Offerors must include an example of at least one (1) project of similar size and scope as part of the Technical Proposal for this RFP.

6. Staffing Plan. The Offeror must provide a staffing plan that identifies all key personnel required to do the Project and their responsibilities on the Project. The State is seeking a staffing plan that matches the proposed Project personnel and qualifications to the activities and tasks that will be completed on the Project, and assures the State that assigned staff will be well versed in Project operations and contract administration issues.

This RFP includes an Offeror's Candidate Form as Attachment Six. The Offeror must use this form and fill it out completely for each key candidate/staff member referenced. The forms must be completed using typewritten or electronic means. The forms may be recreated electronically, but all fields and formats must be retained. Failure to recreate the forms accurately may lead to the rejection of the Offeror's Proposal.

The candidate's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form. In the event key staff are not yet in place, the State's expectation is for Offerors to provide minimum qualification requirements and position descriptions for the proposed positions.

NOTE: The State expects to see resumes/CVs and personal references for the ONET Executive Director as well as suggestions from Offerors with regard to the additional nine (9) positions. This includes minimum qualifications and position descriptions for those positions in the event the Offeror does not have a specific candidate identified at the time of their Proposal submission. It is the successful Offeror's responsibility to hire the additional nine (9) positions in collaboration with the ONET Executive Director and ODE ONET Liaison.

The candidate's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

In addition, the plan must have the following information:

- a. A matrix matching each key team member to the staffing requirements in this RFP.
- b. A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s).
- c. A discussion of the Offeror's ability to provide qualified replacement personnel.
- d. The Offeror must submit a statement and chart that clearly indicate the time commitment of the proposed work team, including the Project Manager, to the Project and any other, non-related work during the term of the Contract. The Offeror must also include a statement indicating to what extent, if any, the Project Manager may be used on other projects during the term of the Contract. The Evaluation Committee may reject any Proposal that commits the proposed Project Manager to other work during the term of the Contract if the committee believes that doing so will be detrimental to the Offeror's performance.

One of the criteria on which the State may base the award of the Contract is the quality of the Offeror's Work Team. Switching personnel after the award will not be accepted without due consideration. The Offeror must propose a Work Team that collectively meets all the requirements in this RFP. Additionally, each team member may have mandatory requirements listed in this RFP that the team member must individually meet. All candidates proposed must meet the technical experience for the candidate's position and be named.

7. Work Plan. Offeror must fully describe its current capacity, approach, methods, and specific work steps for doing the Work on this Project. The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to complete the Project satisfactorily. To this end, the Offeror must submit for this section of the Proposal the Project plan that will be used to create a consistent, coherent management plan of action that will be used to guide the Project. The Project plan should include detail sufficient to give the State an understanding of the Offeror's knowledge and approach, including Gantt charts documenting the successful completion of all of the deliverables to complete the Project.

The Work Plan must demonstrate an understanding of the requirements of the project as described in Attachment One Part One Work Requirements. Describe the methodologies, processes and procedures it will utilize in the implementation and production of the Scope of Work. Provide a comprehensive Work Plan that gives ample description and detail as to how it proposes to accomplish this project and what resources are necessary to meet the deliverables.

The State seeks insightful responses that describe proven state-of-the-art methods. Recommended solutions should demonstrate that the Offeror would be prepared to immediately undertake and successfully complete the required tasks. The Offeror's Work Plan should clearly and specifically identify key personnel assignments. (NOTE: The staffing plan should be consistent with the Work Plan).

Additionally, the Offeror should address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

8. Support Requirements. The Offeror must describe the support it wants from the State other than what the State has offered in this RFP. Specifically, the Offeror should address the following:

- a. Nature and extent of State support required in terms of staff roles, percentage of time available, etc.;
- b. Assistance from State staff and the experience/qualification level required; and
- c. Other support requirements.

The State may not be able or willing to provide the additional support the Offeror lists in this part of its Proposal. The Offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the Offeror's Proposal if the State is unwilling or unable to meet the requirements.

9. Conflict of Interest Statement. Each Proposal must include a statement indicating whether the Offeror or any people that may work on the Project through the Offeror have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of that conflict. The State has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.
10. Assumptions. The Offeror must provide a comprehensive listing of any and all of the assumptions that were made in preparing the proposal. If any assumption is unacceptable to the State, it may be cause for rejection of the Proposal. No assumptions shall be included regarding negotiation, [RFP Terms and Conditions](#), and requirements.
11. Proof of Insurance. In this section, the Offeror must provide the certificate of insurance required by the Part Two of [RFP Terms and Conditions](#). . The policy may be written on an occurrence or claims made basis.
12. Payment Address. The Offeror must provide the address to which payments to the Offeror will be sent.
13. Contract Performance. The Offeror must complete Attachment Seven, Offeror Performance Form.
14. W-9 Form and Vendor Information Form. The Offeror must complete Federal Form W-9, Request for Taxpayer Identification Number and Certification form and the Vendor Information Form (OBM-5657) in their entirety. At least one (1) original of each form (signed in blue ink) must be submitted in the "original" copy of the Proposal. All other copies of the Proposal may contain duplicates of these completed forms. If a subsidiary company is involved, Offerors must have an original W-9 and OBM-5657 for both the parent and subsidiary companies. These documents and directions can be found on the OBM Web site under the heading "Vendor Forms" at <http://www.ohiosharedservices.ohio.gov/Vendors.aspx>
15. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA). The Offeror being awarded this Contract must be registered with the Ohio Business Gateway (OBG) at <http://obg.ohio.gov> to file for DMA pre-certification; if you are not already registered you must:
  - a. Register with the Ohio Business Gateway (OBG) at:  
<http://obg.ohio.gov>
  - b. Review the Terrorist Exclusion List at:  
[http://www.publicsafety.ohio.gov/links/terrorist\\_exclusion\\_list.pdf](http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf)
  - c. Complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form at:  
<http://www.publicsafety.ohio.gov/links/HLS0038.pdf>Submit a hardcopy of this completed form with your RFP response. You must then return to the OBG and complete the form for online submission under "Electronic Filing." It is important that you submit the DMA form online at OBG and in hardcopy with the Proposal.  
  
Failure to complete the certification may result in the Offeror being deemed not responsive and/or may invalidate any Contract award. If not submitted with the proposal response, the Offeror will have seven (7) calendar days, after notification, to submit the form.
16. Affirmative Action. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using:  
  
<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>.

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site:

<http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

Copies of approved Affirmative Action plans shall be supplied by the Offeror as part of its Proposal or inclusion of an attestation to the fact that the Offeror has completed the process and is pending approval by the EOD office.

17. Banning the Expenditure of Public Funds on Offshore Services. The Offeror must complete the Contractor/Subcontractor Affirmation and Disclosure form (Attachment Eight) to abide with Executive Order 2010-09S issued by the Governor of Ohio, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States.

During the performance of this Contract, the Offeror must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available without express written authorization of the Department of Administrative Services.

18. Cost Summary Form. The Cost Summary Form (Attachment Ten) must be submitted with the Offeror's Proposal. The Offeror's total cost for the entire Project must be represented as the firm fixed price, for a not-to-exceed fiscal year cost. Offerors shall provide a comprehensive cost analysis; this cost must include all ancillary costs. All costs for furnishing the services must be included in the Cost Proposals as requested. No mention of or reference to, the Cost Proposals may be made in responses to the general, technical, performance, or support requirements of this RFP.

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days, starting on the due date for proposals. The awarded contractor must hold the accepted prices and/or costs for the entire contract period. No price change shall be effective without prior written consent from DAS, OPS.

NOTE: Offeror's should ensure Cost Proposals are submitted separately from the Technical Proposals, as indicated the Proposal Submittal paragraph of this RFP (see Part Three). This information should not be included in the Technical Proposal.

The State shall not be liable for any costs the Offeror does not identify in its Proposal.

ATTACHMENT THREE  
CONTRACT

This Contract, which results from RFP CSP903012, entitled the Ohio Network for Education Transformation (ONET) Provider – Race to the Top (RtT), is between the state of Ohio, through the Department of Administrative Services, Office of Procurement Services (DAS, OPS), on behalf of the Ohio Department of Education (the "State") and

\_\_\_\_\_  
(the "Contractor").

If this RFP results in a contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's proposal, and written, authorized addenda to the Contractor's proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is this one (1) page attachment to the RFP, which incorporates by reference all the documents identified above. The general terms and conditions for the Contract are contained in the following link: [RFP Terms and Conditions](#) . If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

This Contract has an effective date of the later of August 1, 2011 or the occurrence of all conditions precedent specified in the Contract issued by DAS, OPS.

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the dates below.

_____ (Contractor)	<u>Department of Administrative Services</u> _____ (State of Ohio Agency)
_____ (Signature)	_____ (Signature)
_____ (Printed Name)	<u>Robert Blair</u> _____ (Printed Name)
_____ (Title)	<u>Director, Department of Administrative Services</u> _____ (Title)
_____ (Date)	_____ (Date)

ATTACHMENT FOUR  
OFFEROR PROFILE FORM

Offeror's Legal Name:	Address:	
Phone Number:	Fax Number:	E-mail Address:
Home Office Location:	Date Established:	Ownership:
Firm Leadership:	Number of Employees:	Number of Employees Directly involved in Tasks Directly Related to the Work:
Additional Background Information:		

ATTACHMENT FIVE  
OFFEROR REFERENCES

Three (3) professional references who have received services from the Offeror in the past five (5) years

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity, and the Offeror's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity, and the Offeror's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity, and the Offeror's role in this project.		

ATTACHMENT SIX  
OFFEROR'S CANDIDATE FORM

Candidate's Name: \_\_\_\_\_

Candidate's Proposed Position: \_\_\_\_\_

Three (3) professional references who have received services from the candidate in the past five (5) years

Company Name:	Contact Name:	
Address:	Phone Number:	E-mail:
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity, and the candidate's role in this project.		
Company Name:	Contact Name:	
Address:	Phone Number:	E-mail:
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity, and the candidate's role in this project.		
Company Name:	Contact Name:	
Address:	Phone Number:	E-mail:
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity, and the candidate's role in this project.		

ATTACHMENT SEVEN  
OFFEROR PERFORMANCE FORM

The Offeror must provide the following information for this section for the past seven (7) years. Please indicate yes or no in each column.

Yes/No	Description
	The Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.
	The Offeror has been assessed any penalties in excess of five thousand dollars (\$5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
	Has trading in the stock of the company ever been suspended? If so provide the date(s) and explanation(s).
	The Offeror, any officer of the Offeror, or any owner of a twenty percent (20%) interest or greater in the Offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Offeror, any officer of the Offeror, or any owner with a twenty percent (20%) interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item above is affirmative, the Offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Offeror from consideration, at the sole discretion of the State, such an answer and a review of the background details may result in a rejection of the Offeror's proposal. The State will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Offeror's performance on the project, and the best interests of the State.

ATTACHMENT EIGHT  
CONTRACTOR / SUBCONTRACTOR AFFIRMATION AND DISCLOSURE

By the signature affixed to this response, the Offeror affirms, understands and will abide by the requirements of Executive Order 2010-09S issued by the Governor of Ohio. If awarded a contract, the Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is available at the following Web site: (<http://procure.ohio.gov/pdf/EO2010-09S.pdf>).

The Offeror 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 as part of the response will deem the Offeror not responsive and no further consideration will be given to the response. The Offeror's Proposal will not be considered. If the Offeror 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)

4. Location where services to be performed will be changed or shifted by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

ATTACHMENT NINE  
SHIPPING LABELS

**ORIGINAL – Technical Proposal**

**CSP903012 – ONET PROVIDER (RttT)**  
**Department of Administrative Services**  
**Office of State Procurement - Bid Desk**  
**4200 Surface Road**  
**Columbus, OH 43228-1395**

**ORIGINAL – Cost Proposal**

**CSP903012 – ONET PROVIDER (RttT)**

**Department of Administrative Services**  
**Office of State Procurement - Bid Desk**  
**4200 Surface Road**  
**Columbus, OH 43228-1395**

**COPY \_\_\_ of \_\_\_ – Technical Proposal**

**CSP903012 – ONET PROVIDER (RttT)**  
**Department of Administrative Services**  
**Office of State Procurement - Bid Desk**  
**4200 Surface Road**  
**Columbus, OH 43228-1395**

**COPY \_\_\_ of \_\_\_ – Cost Proposal**

**CSP903012 – ONET PROVIDER (RttT)**  
**Department of Administrative Services**  
**Office of State Procurement - Bid Desk**  
**4200 Surface Road**  
**Columbus, OH 43228-1395**

ATTACHMENT TEN  
COST SUMMARY FORM

CSP903012 - ONET Provider (RttT)

ATTACHMENT TEN DESCRIPTION (Per Attachment One, Program Requirements – Scope of Work)	FY 2012	FY 2013	FY 2014	FY 2015
1. Design, develop, and staff the ONET, with at minimum, the staff required by paragraph J. (STAFF) of this RFP. Estimated hours to perform the Work:  Staff expenses: General and administrative expenses: Other (identify specifics): SUBTOTAL - Cost to perform the Work:	_____ hrs  \$ _____ \$ _____ \$ _____ \$ _____			
2. Collaborate, communicate, and align with RttT Regional Managers, RttT Regional Specialists, Transformation/Turnaround Specialists, and State System of Support Staff. Estimated hours to perform the Work:  Staff expenses: General and administrative expenses: Other (identify specifics): SUBTOTAL - Cost to perform the Work:	_____ hrs  \$ _____ \$ _____ \$ _____ \$ _____			
3. Research proven intervention models (consistent with the definition in the RttT notice) and share best practices with districts, charter schools, State Support Teams (SSTs) and transformation/turnaround school leaders through an ONET Web site and at required conferences for these schools. Estimated hours to perform the Work:  Staff expenses: General and administrative expenses: Other (identify specifics): SUBTOTAL - Cost to perform the Work:	_____ hrs  \$ _____ \$ _____ \$ _____ \$ _____			

ATTACHMENT TEN DESCRIPTION (Per Attachment One, Program Requirements – Scope of Work)	FY 2012	FY 2013	FY 2014	FY 2015
4. Assist ODE in developing the expertise and capacity to transform/turnaround schools, using data-driven decision processes.  Estimated hours to perform the Work:  Staff expenses: General and administrative expenses: Other (identify specifics): SUBTOTAL - Cost to perform the Work:	_____ hrs  \$ _____ \$ _____ \$ _____ \$ _____			
5. Develop a best practices network with ODE ONET Director and identified schools of local and national partners who will invest resources, time, and funds in this Work.  Estimated hours to perform the Work:  Staff expenses: General and administrative expenses: Other (identify specifics): SUBTOTAL - Cost to perform the Work:	_____ hrs  \$ _____ \$ _____ \$ _____ \$ _____			
6. Share research on low achieving schools that incorporate topics such as school environments, low expectations, maintenance of status quo, strong instructional practice, etc.  Estimated hours to perform the Work:  Staff expenses: General and administrative expenses: Other (identify specifics): SUBTOTAL - Cost to perform the Work:	_____ hrs  \$ _____ \$ _____ \$ _____ \$ _____			

ATTACHMENT TEN DESCRIPTION (Per Attachment One, Program Requirements – Scope of Work)	FY 2012	FY 2013	FY 2014	FY 2015
7. Develop and/or seek specialized expertise in turning around low-achieving community schools or schools that serve specialized populations (e.g., students with disabilities, dropouts). Estimated hours to perform the Work:  Staff expenses: General and administrative expenses: Other (identify specifics): SUBTOTAL - Cost to perform the Work:	_____ hrs  \$ _____ \$ _____ \$ _____ \$ _____			
8. Complete “deep-dive” building-level diagnostic surveys and develop preliminary building plans aligned with the ODE Diagnostic Review, tools, and processes. Estimated hours to perform the Work:  Staff expenses: General and administrative expenses: Other (identify specifics): SUBTOTAL - Cost to perform the Work:	_____ hrs  \$ _____ \$ _____ \$ _____ \$ _____			
9. Promote and monitor new and innovative school models across the State that will provide inspiration and direction for other schools and serve as laboratories in the development and scale-up of proven learning options. Estimated hours to perform the Work:  Staff expenses: General and administrative expenses: Other (identify specifics): SUBTOTAL - Cost to perform the Work:	_____ hrs  \$ _____ \$ _____ \$ _____ \$ _____			

ATTACHMENT TEN DESCRIPTION (Per Attachment One, Program Requirements – Scope of Work)	FY 2012	FY 2013	FY 2014	FY 2015
10. Support the transformation/turnaround work of staff in persistently low-achieving schools. Technical assistance includes but is not limited to: conducting baseline assessments, building focused work plans, setting benchmarks and metrics consistent with SIG and RttT, and recruiting building level transformation/turnaround teams. Estimated hours to perform the Work: _____ hrs  Staff expenses: General and administrative expenses: Other (identify specifics): SUBTOTAL - Cost to perform the Work:	_____ hrs  \$ _____ \$ _____ \$ _____ \$ _____			
11. Guide schools in selecting and using effective supports, tools, and initiatives. Estimated hours to perform the Work: _____ hrs  Staff expenses: General and administrative expenses: Other (identify specifics): SUBTOTAL - Cost to perform the Work:	_____ hrs  \$ _____ \$ _____ \$ _____ \$ _____			
12. Collaborate with the Ohio Department of Education, Center for School Improvement, Office of Transforming Schools, Liaison of ONET, districts and transformation/turnaround schools to provide technical assistance to support persistently lower-achieving schools' adoption of school transformation/turnaround models. Estimated hours to perform the Work: _____ hrs  Staff expenses: General and administrative expenses: Other (identify specifics): SUBTOTAL - Cost to perform the Work:	_____ hrs  \$ _____ \$ _____ \$ _____ \$ _____			

ATTACHMENT TEN DESCRIPTION (Per Attachment One, Program Requirements – Scope of Work)	FY 2012	FY 2013	FY 2014	FY 2015
13. Coordinate with the Ohio STEM Learning Network (OSLN) to help transform/turnaround schools increase their STEM teaching and learning capabilities and expose students to STEM-related careers. Estimated hours to perform the Work: _____ hrs  Staff expenses: General and administrative expenses: _____ \$ Other (identify specifics): _____ \$ SUBTOTAL - Cost to perform the Work: _____ \$	_____ hrs  \$ _____ \$ _____ \$ _____ \$ _____			
14. Measure performance of transformation/turnaround schools and determine the effectiveness of the respective intervention models. Estimated hours to perform the Work: _____ hrs  Staff expenses: General and administrative expenses: _____ \$ Other (identify specifics): _____ \$ SUBTOTAL - Cost to perform the Work: _____ \$	_____ hrs  \$ _____ \$ _____ \$ _____ \$ _____			
15. Report to the State and public on progress in turning around schools. Estimated hours to perform the Work: _____ hrs  Staff expenses: General and administrative expenses: _____ \$ Other (identify specifics): _____ \$ SUBTOTAL - Cost to perform the Work: _____ \$	_____ hrs  \$ _____ \$ _____ \$ _____ \$ _____			
16. Provide the Center for School Improvement with quarterly reports on progress of providing resources to transformation/turnaround schools. Subcontract with an external evaluator to provide ongoing process evaluation, data collection, and analysis for ODE reporting and DOE RtT reporting. Estimated hours to perform the Work: _____ hrs  Staff expenses: General and administrative expenses: _____ \$ Other (identify specifics): _____ \$ SUBTOTAL - Cost to perform the Work: _____ \$	_____ hrs  \$ _____ \$ _____ \$ _____ \$ _____			
ATTACHMENT TEN				

DESCRIPTION (Per Attachment One, Program Requirements – Scope of Work)	FY 2012	FY 2013	FY 2014	FY 2015
<p>17. Assist ODE in holding semi-annual conferences, in the fall and spring of each contract year, to promote best practice sharing and learning for School Transformation/Turnaround Leader Program participants and Building Level Teams of the Persistently Lowest Achieving Schools and Schools in Early Warning Status.</p> <p>Estimated hours to perform the Work: _____ hrs</p> <p>Staff expenses: \$ _____</p> <p>General and administrative expenses: \$ _____</p> <p>Other (identify specifics): \$ _____</p> <p>SUBTOTAL - Cost to perform the Work: \$ _____</p>	<p>_____ hrs</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>	<p>_____ hrs</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>	<p>_____ hrs</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>	<p>_____ hrs</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
<p>18. Measure and report baseline progress and annual progress of transformation/turnaround schools through the “deep-dives” mentioned above.</p> <p>Estimated hours to perform the Work: _____ hrs</p> <p>Staff expenses: \$ _____</p> <p>General and administrative expenses: \$ _____</p> <p>Other (identify specifics): \$ _____</p> <p>SUBTOTAL - Cost to perform the Work: \$ _____</p>	<p>_____ hrs</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>	<p>_____ hrs</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>	<p>_____ hrs</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>	<p>_____ hrs</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
<p>19. Assist ODE in holding annual regional meetings, in the summer of each contract year, of State Support Teams, LEA Transformation/Turnaround Specialists (LEA supported), and the ONET Technical Assistance Team to ensure transformation/turnaround best practices and lessons learned are shared across various state and local responsible parties.</p> <p>Estimated hours to perform the Work: _____ hrs</p> <p>Staff expenses: \$ _____</p> <p>General and administrative expenses: \$ _____</p> <p>Other (identify specifics): \$ _____</p> <p>SUBTOTAL - Cost to perform the Work: \$ _____</p>	<p>_____ hrs</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>	<p>_____ hrs</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>	<p>_____ hrs</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>	<p>_____ hrs</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>

ATTACHMENT TEN DESCRIPTION (Per Attachment One, Program Requirements – Scope of Work)	FY 2012	FY 2013	FY 2014	FY 2015
OTHER: <i>PLEASE SPECIFY</i>				
Estimated hours to perform the Work:	_____ hrs	_____ hrs	_____ hrs	_____ hrs
Staff expenses:	\$ _____	\$ _____	\$ _____	\$ _____
General and administrative expenses:	\$ _____	\$ _____	\$ _____	\$ _____
Other (identify specifics):	\$ _____	\$ _____	\$ _____	\$ _____
SUBTOTAL - Cost to perform the Work:	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL NOT-TO-EXCEED COST PER FISCAL YEAR:</b>	\$ _____	\$ _____	\$ _____	\$ _____

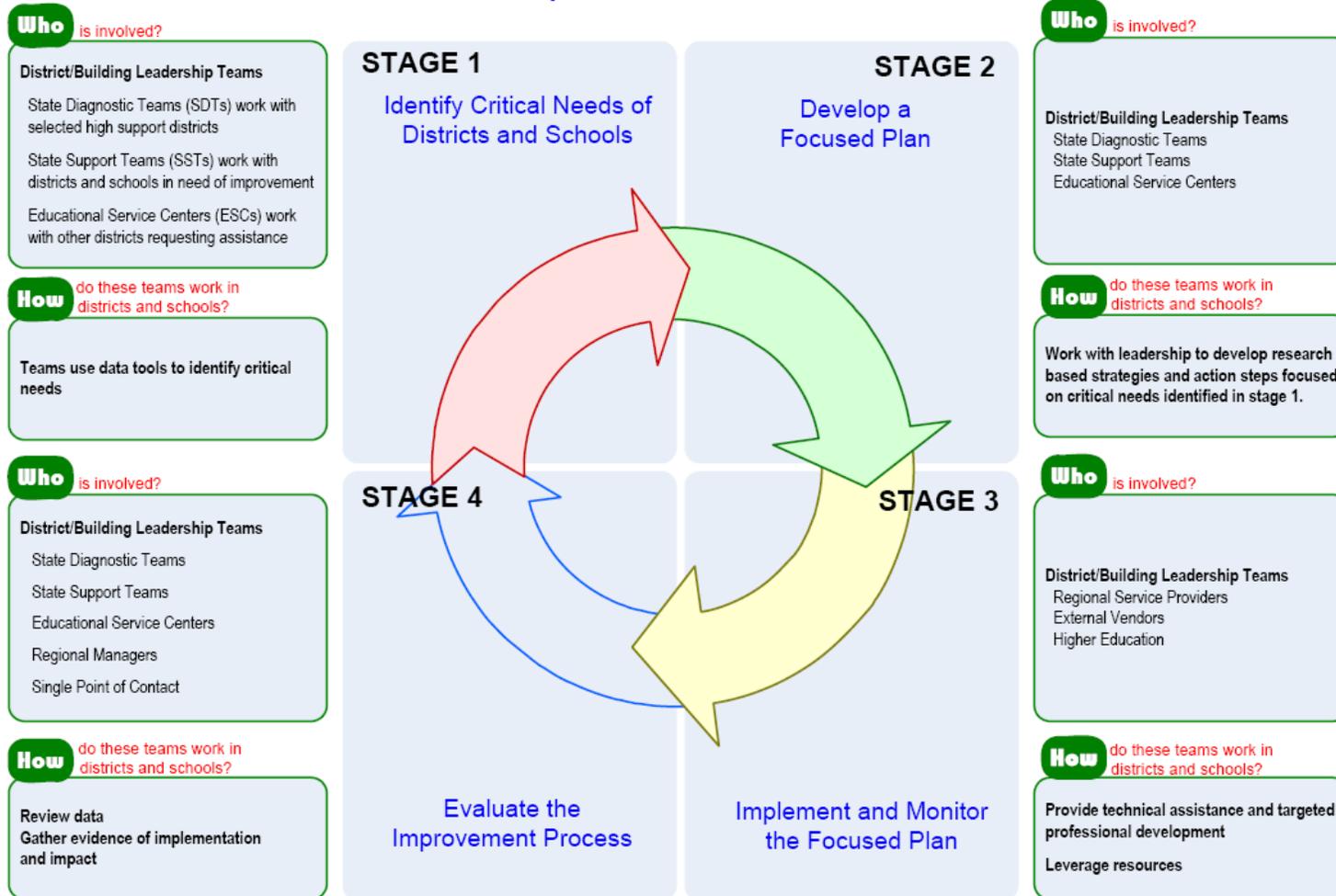
**BUDGET.** The State estimates a budget for this Project of approximately \$4,175,200. Proposals priced at more than \$4,175,200 for the NOT-TO-EXCEED TOTAL PROJECT COST for the initial term of the Contract term may be considered non-responsive due to excessive cost, and eliminated from the evaluation process. 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.

\* The Not-to-Exceed Total Project Cost shall be the sum of the not-to-exceed costs, per fiscal year, for fiscal years 2012 – 2015.

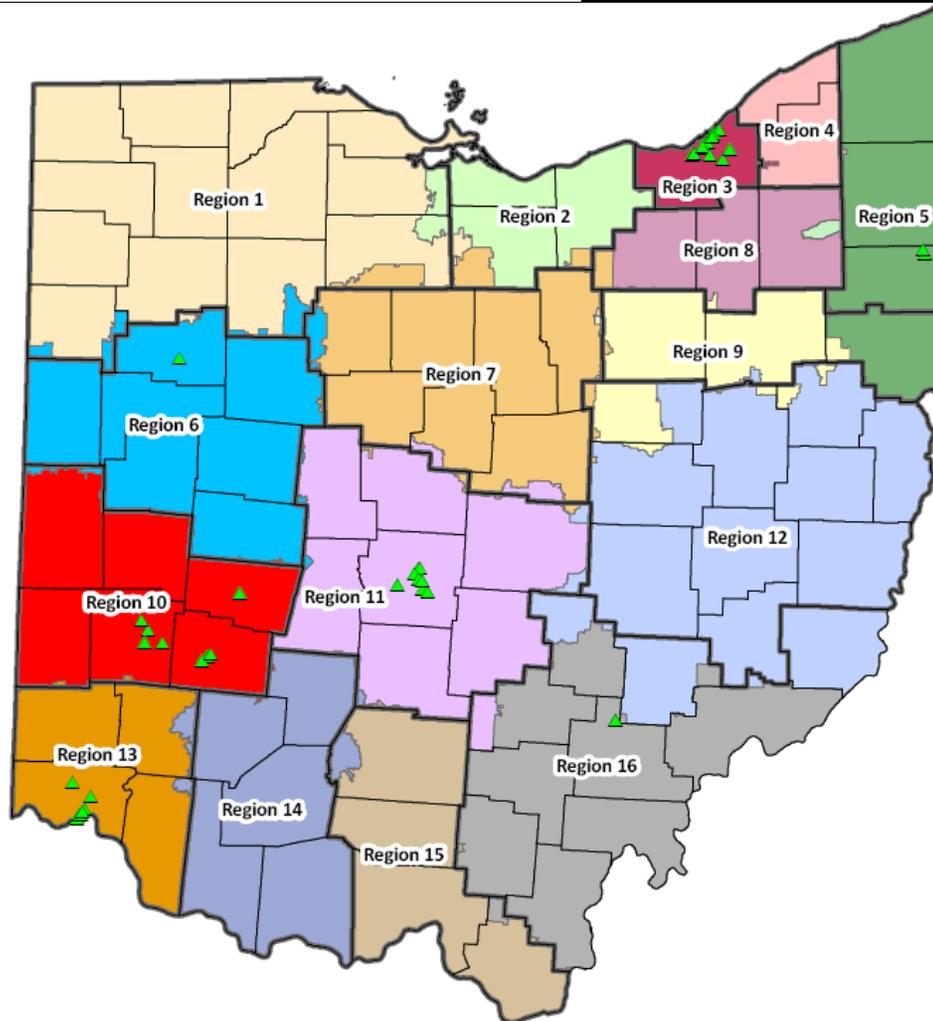
SUPPLEMENT ONE  
 OHIO IMPROVEMENT PROCESS (OIP) GRAPHICAL REPRESENTATION



# Ohio Improvement Process



SUPPLEMENT TWO  
 SIG FUNDED BUILDINGS MAP (2010 – 2011)



**Data Notes:** The grey outlines are based on the counties that make up the regions per legislation. The fill is based on school district boundaries and is based on which region the school districts are getting their school improvement services from.

District - School	Transformation Specialist
<b>Region 3</b>	
Cleveland Municipal - Collinwood	Derrick Fulton
Cleveland Municipal - East Technical	Derrick Fulton
Cleveland Municipal - Franklin D. Roosevelt	Derrick Fulton
Cleveland Municipal - Glenville	Derrick Fulton
Cleveland Municipal - John F Kennedy	Diane Longstreth
Cleveland Municipal - Lincoln-West	Derrick Fulton
Cleveland Municipal - Luis Munoz Marin	Derrick Fulton
Cleveland Municipal - Martin Luther King Jr	Derrick Fulton
Cleveland Municipal - Mary B Martin	Derrick Fulton
Cleveland Municipal - Patrick Henry	Derrick Fulton
Cleveland Municipal - Stokes Academy	Derrick Fulton
Cleveland Municipal - Woodland Hills	Diane Longstreth
Cleveland Heights-University Heights City - Bellefaire	Diane Longstreth
<b>Region 5</b>	
Youngstown City Schools - East	Diane Longstreth
Youngstown City Schools - Odyssey	Diane Longstreth
<b>Region 6</b>	
Lima City - Progressive Academy	Sue Murphy
<b>Region 10</b>	
Springfield City - Keifer Center	Sue Murphy
New City School - New City School	
Dayton City - Belmont	Melvina Torbert
Dayton City - Dunbar	Melvina Torbert
Dayton City - Meadowdale HS	Melvina Torbert
Xenia Community City - Cox	Jennifer Vargo
Xenia Community City - McKinley	Jennifer Vargo
Xenia Community City - Shawnee	Jennifer Vargo
<b>Region 11</b>	
Columbus City - Columbus Global Academy	Stephanie Patton
Columbus City - Champion	Stephanie Patton
Columbus City - Linden-Mckinley STEM	Stephanie Patton
Columbus City - Southmoor	Sue Murphy
Columbus City - Weinland Park	Stephanie Patton
Columbus City - West	Stephanie Patton
Columbus City - Alum Crest	Sue Murphy
Scholarts Preparatory and Career Center for Children	Melvina Torbert
Crittenton Community School	Melvina Torbert
<b>Region 13</b>	
Cincinnati City - Hays/Porter	
Cincinnati City - Rothenberg Prep	
Cincinnati City - South Avondale	
Cincinnati City - William H Taft	
Cincinnati City - Virtual	
Cincinnati City - Woodward Career Technical	
Mt Healthy City - Hoop	Jennifer Vargo
<b>Region 16</b>	
Trimble Local - Trimble Elementary	Jennifer Vargo
Trimble Local - Trimble Middle School	Jennifer Vargo

SUPPLEMENT THREE  
SUPPLEMENTAL TERMS AND CONDITIONS FOR PROJECTS FUNDED IN WHOLE OR IN PART WITH MONEYS FROM  
THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)

The guidance template for subcontractors and subgrantees can be found at the following URL address:

[http://procure.ohio.gov/pdf/ARRA\\_SUPPLEMENTAL%20TERM%20DOC.pdf](http://procure.ohio.gov/pdf/ARRA_SUPPLEMENTAL%20TERM%20DOC.pdf)