

REQUEST FOR PROPOSAL (RFP)

RFP NUMBER: EDUR201328000

DATE ISSUED: July 15, 2013

ELIGIBILITY: Open to All Providers Meeting Qualifications

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

TITLE: MEANINGFUL PARENT ENGAGEMENT FOR FAMILIES WITH CHILDREN WITH DISABILITIES

INQUIRY PERIOD BEGINS: July 15, 2013

INQUIRY PERIOD ENDS: July 19, 2013 8:00 A.M. Eastern

PROPOSAL DUE DATE: July 26, 2013 12:00 P.M. Eastern

PROPOSAL OPENING DATE: July 29, 2013

ESTIMATED AWARD DATE: July 30, 2013

Section 1: Background

The Office for Exceptional Children (OEC) and the Office of Early Learning and School Readiness with the Ohio Department of Education, provides leadership, assistance and oversight to school districts and other entities that provide differentiated instruction for students with disabilities and gifted students.

Among its responsibilities, the office administers state and federal funds; coordinates and administers programs to improve outcomes for students with disabilities and gifted students; implements a statewide monitoring and complaint-resolution system designed to assess district/educational agency compliance with applicable federal and state laws and regulations; and provides technical assistance to districts and educational agencies around issues of compliance with the Individuals with Disabilities Education Act.

The Office for Exceptional Children and the Office of Early Learning and School Readiness, Ohio Department of Education (ODE) is seeking to enter into a contract with the federally funded parent training and information center for Ohio. This entity must be the current entity who has been awarded a federal contract from the United States Department of Education, Office of Special Education Program (OSEP) to be the State Parent Training and Information Center. Unlike other parent organizations, such as advocacy groups or disability specific organization, parent training and information centers are uniquely qualified to serve students,

families and communities with regard to all identified disabilities according to Individuals with Disabilities, Education Improvement Act (IDEA). The contractor will perform activities identified to increase the involvement, understanding and participation of parents of children with disabilities in their child's educational program by providing information, support and assistance to parents and existing parent mentor networks statewide. This entity will also teach the IEP team members to understand the concepts of secondary transition and to consider the students' interests and preferences so that the IEP reflects a coordinated set of activities within an outcome-oriented process which promotes movement from school to post-school activities. Teach students at the Junior High and High School levels to be active participants in their own transition planning process which will result in a goal of employment.

To meet the requirements of the Individuals with Disabilities Education Improvement Act (IDEIA 2004), the U. S. Department of Education, Office of Special Education Programs (OSEP) requires the Ohio Department of Education (ODE) to report annually the state's efforts toward meeting the "measurable and rigorous targets" in our State Performance Plan (SPP). The SPP contains twenty special education specific indicators intended to evaluate the "State's efforts to implement the requirements" of the IDEIA "and describe how the State will improve such implementation." Specifically, ODE is required to report for Indicator #8, Parent involvement. The Parent Mentor project is an identified improvement activity documented in the State Performance Plan specifically indicator #8 Parent Involvement. Most of the project requirements listed below will impact many of our State Performance Plan indicators indirectly, but the parent engagement indicator most directly. The contractor must demonstrate a comprehensive understanding of the state performance plan, each indicator targets and how this work will impact specific targets.

Section 2: Objectives

The State has the following objectives 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 Office for Exceptional Children (OED) and the Office of Early Learning and School Readiness (OEL&SR), Ohio Department of Education (ODE) is seeking to obtain the services of a knowledgeable Contractor to perform activities identified to meet the requirements of the Individuals with Disabilities Education Improvement Act (IDEIA 2004), the U. S. Department of Education.

The successful Contractor will be responsible to perform the activities identified to:

- Increase the involvement, understanding and participation of parents of children with disabilities in their child's educational program by providing information, support and assistance to parents, the existing state parent mentor networks, and professionals;
- Teach the Individual Education Program (IEP) team members to understand the concepts of secondary transition and to consider the students' interests and preferences so that the IEP reflects a coordinated set of activities within an outcome-oriented process which promotes movement from school to post-school activities. The Contractor will teach students at the Junior High and High School levels to be active participants in their own transition planning process which will result in a goal of employment;
- Incorporate specific preschool special education activities related to the state plan and policies.

The Contractor will be required to show experience as a State Awarded Parent Training and Information Center (PTI). Almost 35 years of research and experience has demonstrated that the education of children with disabilities can be made more effective by strengthening the ability of parents to participate fully in the education of their children at school and at home (see section 601(c)(5)(B) of IDEA).

The PTI is a federally awarded grant through United States Dept. of Education Office Special Education Programs (OSEP) and a priority designed to help ensure that parents of children with disabilities have the training and information they need to participate in the education of their children.

Parent Training and Information Centers (PTIs) are designed to meet the needs of parents of children with disabilities living in the States, regions of the States, or territories served by the PTIs, particularly underserved parents and parents of children who may be inappropriately identified as having a disability. Under this priority, PTIs will, consistent with section 671 of IDEA, provide parents of children with disabilities with the training and information they need to enable them to participate cooperatively and effectively in helping their children to—

- (a) Meet developmental and functional goals and the challenging academic achievement standards that have been established for all children; and
- (b) Be prepared to lead productive independent adult lives, to the maximum extent possible.

Note:

Section 671(a)(2) of IDEA defines a “parent organization” as a private nonprofit organization (other than an institution of higher education) that—Show citation box

(a) Has a board of directors—

(1) The majority of whom are parents of children with disabilities ages birth through 26;

(2) That includes—

(i) Individuals working in the fields of special education, related services, and early intervention; and

(ii) Individuals with disabilities; and

(3) The parent and professional members of which are broadly representative of the population to be served, including low-income parents and parents of limited English proficient children; and

(b) Has as its mission serving families of children with disabilities who are ages birth through 26, and have the full range of disabilities described in section 602(3) of IDEA.

The Contractor will be required to provide technical assistance and support to the State Parent Mentors which will include planning and conducting workshops, conferences and parent support meetings involving the Ohio parent networks at state, regional and local levels to provide information about IDEA and Ohio special education programs, processes and procedures. The project will also provide information and support and assistance to parents of children with disabilities statewide; provide training for professionals, as requested by school district personnel, Ohio Department of Education and/or institutes of higher education and provide

training such as Parents rights, and Disability Awareness to teachers, parents and other professionals to increase positive results for students at home, at school and in the community. The contractor will assist ODE, OEC with dissemination and return of the Parent Satisfaction Survey, which is required indicator within the annual State Performance Plan (SPP) as required by the Office of Special Education Programs (OSEP).

The Contractor will be required to plan and conduct a collaborative conference, called “Partnering for Progress”, with stakeholders and various statewide parent and educational groups as well as a Secondary Transition Highly qualified professional development conference. Also Contractor shall conduct student/teacher/administrator trainings for students using the specified curriculum related to transition as well as accommodate diverse learning styles.

Section 3: Overview of the Scope of Work

I. Narrative Description of contract requirements:

The following components must be addressed as part of this proposal:

The Contractor will appoint a specific individual to be a liaison with the Office for Exceptional Children designated contact and will be identified by the Contractor to coordinate the K12 activities and meet at a minimum twice annually to review expenditures and deliverables with the contact from the Office for Exceptional Children.

The State has the following objectives that it wants this Work to fulfill, and it will be the Contractor’s obligation to ensure that the people the Contractor provides are qualified to perform their portions of the Work and report to the Office of Exceptional Children.

To meet the requirements of the Individuals with Disabilities Education Improvement Act (IDEIA 2004), the U. S. Department of Education, Office of Special Education Programs (OSEP) requires the Ohio Department of Education (ODE) to report annually the State’s efforts toward meeting the “measurable and rigorous targets” in our State Performance Plan (SPP). The SPP contains twenty special education specific indicators intended to evaluate the “State’s efforts to implement the requirements” of the IDEIA “and describe how the State will improve such implementation.”

A. Statewide activities include dissemination of information to stakeholders and meaningful involvement of parents in their child’s educational program by providing information, support and assistance to parents and districts regarding special education and services. The tasks include, but are not limited to, the following:

1. Plan and conduct workshops, conferences and parent support meetings involving Ohio parent networks at state, regional and local levels to provide information about IDEA and Ohio special education programs, processes and procedures;

a. Plan and conduct meetings to provide information about relevant educational issues.

Deliverable: report content of meeting, where was meeting held, number attendees and with what audience was the meeting held.

b. Disseminate information about workshops, conferences, disability information, best practices and parent support activities through monthly mailings to parent network representatives and through a broad network of professional contacts.

Deliverable: report the number of mailings/ or other means to disseminate information monthly.

2. Provide information and support and assistance to parents of children with disabilities statewide;

a. Maintain resource files, library, and relevant information materials from a variety of agencies and programs.

Deliverable: monthly report on statistics related to resource and library usage.

b. Maintain toll free numbers to provide information and assistance to parents.

c. Utilize regional staff to make available to parents, telephone and in person assistance closer to home.

Deliverable: Monthly report on frequency of regional assistance to parents, number of regional staff, and number of

d. Provide regular mailings or electronic dissemination of pertinent resources and best practices to regional staff and to t Parent Mentors who request it.

Deliverable: Monthly report the number of mailings or electronic dissemination of resources to regional staff and Parent Mentors.

e. Upon parental request and appropriate release of information contact school reps and service providers to gather info about individual cases to negotiate appropriate services.

Deliverable: Monthly report of total number of requests for involvement and number of cases taken.

3. Provide training for professionals, as requested by school district personnel, ODE and/or institutes of higher education;

a. Upon request, schedule trainings.

b. Assign Trainers.

c. Prepare materials and send to training location

Deliverable: monthly report on the number of trainings held for LEA personnel, Institutions of Higher Education and or regional providers.

4. Provide training such as parents' rights, and Disability Awareness to teachers, parents and other professionals to increase positive results for students at home, at school and in the community;

a. Schedule Trainings.

b. Publicize at a minimum through Parent Information networks and Local Educational Agencies.

c. Prepare materials and send to training location.

Deliverable: monthly report on the number of trainings held for teachers, parents and other professionals.

5. Assist ODE, OEC with dissemination and return of the Parent Satisfaction Survey, which is a required indicator within the annual State Performance Plan (SPP) as required by OSEP;

a. Mail or send electronically ail reprints of the survey when requested.

b. Take phone calls regarding questions on the Parent Survey.

c. Assign interpreter services as requested by parent or district.

d. Track response rate of survey.

e. Make calls to Superintendents prompting the return of completed surveys.

f. Assimilate survey responses into an established database and coordinate the transfer of the survey responses to the identified contact person from the Office for Exceptional Children.

Deliverable: Communicate with assigned ODE contact person quarterly during the survey process through email regarding the status of survey responses. Submit completed survey database to ODE by November 30th of each year.

6. Plan and conduct a collaborative conference with stakeholders and various statewide groups and associations, such as (BASA), Ohio Educational Service Center Association (OESCA), Ohio Education Association (OEA), Ohio Federation of Teachers (OFT), Ohio School Board Association (OSBA), Ohio Association of Pupil Service Administrators (OAPSA), Ohio Association of Elementary School Administrators (OAESA) and Ohio Association of Secondary School Administrators (OASSA) called "Partnering for Progress" to include a 1 day; as well as Secondary Transition professional development for parents and educators in collaboration with the State System of Support teams, ESC and other regional partners.

- a. Plan & arrange accommodations, speakers, and the location for the conference and pay all expenses.
- b. Manage registrations.

7. Deliverable/Evaluation of Activities for Items I.A1 through I.A6 above.

a. All activities completed by June 30, 2015 and summarized, as outlined by the Office for Exceptional Children, submitted by July 31, 2014 and July 31, 2015. The format for the summary will be provided but at a minimum will include description of task completed; date completed the outcome, how many participants or how much material was provided. The date and specifics regarding trainings such as where the training was held, when it was held and how many participants attended and type (parent, school administrator or other). Email to the attention of Ms. Jo Hannah Ward, Assistant Director, Email address johannah.ward@education.ohio.gov

B. Specifically, ODE is required to report for Indicator #8, Parent involvement. The Parent Mentor project is an identified improvement activity documented in the State Performance Plan specifically indicator #8 Parent Involvement.

1. Provide technical assistance and support to the State Parent Mentors;

a. Create, deliver and participate in conducting, in conjunction with a staff from the Office for Exceptional Children, a fall training conference for Parent Mentors and identified school districts' representatives.

1). Plan and arrange accommodations, speakers, and the location for the conference and pay all expenses.

2). Manage registrations.

b. Create, deliver and participate in conducting an orientation training program each fall for first year Parent Mentors and others who need additional training.

1). Arrange meeting accommodations and pay all expenses.

2). Manage registrations.

c. Create, deliver and participate in conducting, in conjunction with a staff from the Office for Exceptional Children, a spring conference for Parent Mentors and identified school districts' representatives.

- 1). Plan and arrange accommodations, speakers, and the location for the conference and pay all expenses.
- 2). Manage registrations.
- d. Support Regional Parent Mentor conferences each year in a different region of the State for parents and professionals.
 - 1). Plan and conduct with the region's Parent Mentors.
 - 2). Pay for speakers.
 - 3). Pay for speaker hotel accommodations and meeting room rental (if necessary).
- e. Based on needs, provide technical assistance which may include:
 - 1). On site delivery of technical assistance, as requested.
 - 2). Staff participation in information and training opportunities with representatives of other parent networks and professional audiences.
 - 3). Provision of written information.
 - 4). Assistance with research on services and topics of concern to parents.
 - 5). Technical assistance by phone regarding parent cases.
- f. In conjunction with a staff from the Office for Exceptional Children, participate in the review of new Parent Mentor program applications.
- g. Deliverable/Evaluation of Activities for Item I.B1 above.
 - 1). All activities completed by what June 30, 2015 and summarized, as outlined by the Office for Exceptional Children, submitted by July 1, 2014 and July 1, 2015. The format for the summary will be provided but at a minimum will include description of task completed; date completed the outcome, how many participants or how much material was provided. The date and specifics regarding trainings such as where the training was held, when it was held and how many participants attended and type (parent, school administrator or other).). Email to the attention of Ms. Jo Hannah Ward, Assistant Director, Email address johannah.ward@education.ohio.gov

C. Specifically, ODE is required to report for Indicator 13 “percent of youth age 16 and above with an IEP that includes coordinated, measurable, annual IEP goals and transition services that will reasonably enable the student to meet the post secondary goals”. As well as Indicator 12 “Percent of children referred by Part C prior to age 3, who are found eligible for Part B, and who have an IEP developed and implemented by their third birthdays”.

1. Conduct student/teacher/administrator trainings for students using the “It's My Turn” curriculum to accommodate diverse learning styles;
 - a. Instruct students to use card box curriculum materials to determine their preferences for secondary transition goals and objectives through self-assessment, role-play, and creative teaming.
 - b. Engage teachers and parents to actively participate in structured curriculum.
 - c. Teachers, students and parents will use the abilities, needs, and preferences of their students learning process, to develop transition IEP goals and objectives.
 - d. Administrators will assist through participation in role play and other activities with students, teachers, and parents, to learn the utility of the transition planning process for the successful future, employment, and community function of their students.
2. Conduct trainings in transition (post secondary and early childhood) for parents, teachers, and administrators.
3. Deliverable/Evaluation of Activities for Items I.C1 and I.C2 above.

a. All activities completed by what June 30, 2015 and summarized, as outlined by the Office for Exceptional Children, submitted by July 31, 2014 and July 31, 2015. The format for the summary will be provided but at a minimum will include description of task completed; date completed the outcome, how many participants or how much material was provided. The date and specifics regarding trainings such as where the training was held, when it was held and how many participants attended and type (parent, school administrator or other) Email to the attention of Ms. Jo Hannah Ward, Assistant Director. Email address johannah.ward@education.ohio.gov

II. DELIVERABLES/EVALUATION OF ACTIVITIES:

The Office for Exceptional Children will evaluate the deliverables through documentation of the following:

School age deliverables: (Budget: \$1,690,000)

1. a. Using the Parent to Parent Model provided by the Parent Training and Information Centers (the federally funded center for which OCECD is the one) meetings to be conducted to provide information about relevant educational issues for families to provide information, support and assistance specifically regarding special education and services. Minimum number of meetings to be held is 50.

b. Information disseminated about workshops, conferences, disability information, best practices and parent support activities through monthly mailings to parent network representatives and through a broad network of professional contacts with reporting of the number of mailings/ or other means to disseminate information monthly. Bear in mind that there are at least 250,000 school age children with disabilities in Ohio which includes the Multi-Cultural families.

2. a. Maintain and manage a parent/professional library of Resource files, library books, media and other relevant information materials from a variety of agencies and programs. Report monthly as to statistics on resource and library use.

b. Utilization of (8) regional staff to make assistance to parents, telephone and in person assistance closer to home. Noted by monthly report on frequency of regional assistance to parents, number of regional staff and number of families assisted.

c. Mailings or electronic dissemination of pertinent resources and best practices to (8) regional staff and to the (92) Parent Mentors who request it and a reporting of the number of mailings or electronic dissemination of resources to regional staff and Parent Mentors.

d. Gather information, through the proper channels, to contact school reps and service providers to gather info about individual cases to negotiate appropriate services. Result to be reported as to the total number of request for involvement and number of cases taken. Minimum number of 150 cases per year.

3. Train professionals, as requested by school district personnel, Ohio Department of Education, and/or institutes of higher education; schedule trainings; assign Trainers. Prepare materials and send to training location and report monthly on the number of trainings held for Local Educational Agency (LEA) personnel, Institutions of Higher Education, and or regional providers. Minimum number of 2,000 professionals to be trained per year.

4. Train parents on their Rights and Disability Awareness as well as train teachers, parents, and other professionals to increase positive results for students at home, at school and in the community; schedule trainings, publicize at a minimum through Parent Information networks and Local Educational Agencies, and prepare materials and send to training location. Reporting will entail a monthly report on the number of trainings held for teachers, parents and other professionals. Minimum number of training events is 30 per year.

5. Assist ODE, OEC with dissemination and return of the Parent Satisfaction Survey, which is a required indicator within the annual State Performance Plan (SPP) as required by OSEP; mail or send electronically the survey, field phone calls regarding questions on the Parent Survey, arrange interpreter services as requested by parent and/or district, track response rate of survey, call Superintendents prompting the return of completed surveys, assimilate survey responses into an established database and coordinate the transfer of the survey responses to the identified contact person from the Office for Exceptional Children. Share progress of status of responses, final by November 30th each year.

6. Plan and conduct a collaborative conference with stakeholders and various statewide groups and associations, such as (BASA), Ohio Educational Service Center Association (OESCA), Ohio Education Association (OEA), Ohio Federation of Teachers (OFT), Ohio School Board Association (OSBA), Ohio Association of Pupil Service Administrators (OAPSA), Ohio Association of Elementary School Administrators (OAESA) and Ohio Association of Secondary School Administrators (OASSA) called "Partnering for Progress" as a 1 day event; as well as Secondary Transition professional development for parents and educators in collaboration with the State System of Support teams, ESC and other regional partners. All aspects, as well as the registration of the attendees, of the events are the financial responsibility of the grantee. "Partnering for Progress" event will take place in each year. The Transition regional conference will take place as one in the first year and three in the second.

1. a. Technical assistance and support to the (100) State Parent Mentors; with a two day fall training conference for Parent Mentors and identified school districts' representatives. All aspects, as well as the registration of the attendees, of the events are the financial responsibility of the grantee.

b. An orientation training program each fall for first year Parent Mentors and others who need additional training as well as ongoing technical assistance. All aspects, as well as the registration of the attendees, of the events are the financial responsibility of the grantee.

c. Participate in conducting a one day Spring Parent Mentor Conference for Parent Mentors, their District Representative, select ODE, and OCECD Staff. All aspects, as well as the registration of the attendees, of the events are the financial responsibility of the grantee.

d. Support Regional Parent Mentor conferences each year in a different region of the State for parents and professionals. All aspects, as well as the registration of the attendees, of the events are the financial responsibility of the grantee. Minimum of four events to be hosted.

C. ODE is required to report for Indicator 13 "percent of youth age 16 and above with an IEP that includes coordinated, measurable, annual IEP goals and transition services that will

reasonably enable the student to meet the post secondary goals”. As well as Indicator 12 “Percent of children referred by Part C prior to age 3, who are found eligible for Part B, and who have an IEP developed and implemented by their third birthdays”.

1. Conduct student/teacher/administrator trainings for students with disabilities using the “It’s My Turn” curriculum to accommodate diverse learning styles; curriculum materials to determine their preferences for secondary transition goals and objectives through self-assessment, role-play, and creative teaming, engage teachers and parents to actively participate in structured curriculum, teachers, students and parents will use the abilities, needs, and preferences of their students learning process, to develop transition IEP goals and objectives for the successful future, employment, and community function of their students. Administrators will assist through participation in role play and other activities with students, teachers, and parents, to learn the utility of the transition planning process for the successful future, employment, and community function of their students. Minimum of seven, 2 day events.

2. Train in transition (post secondary and early childhood) for parents, teachers, and administrators. Minimum of seven, 1 day events.

III. CONTRACTOR RESPONSIBILITIES: Early Childhood Focus (Budget: \$400,000)

1. Provide for at least one full-time parent mentor in the State who specializes in preschool and who will:

a. Inform school age parent mentors about:

1) preschool special education OSEP performance and compliance indicators;

2) the interface between preschool special education and Ohio’s newly created quality rating system, called Step Up to Quality (SUTQ). This tiered quality system includes child development standards, program standards and assessment procedures.

b. Disseminate information to families about opportunities to attend applicable conferences and the availability of scholarships.

c. Provide information, support and assistance to individual families, parent networks and parent organizations as requested.

d. Provide information, support and assistance to individual districts as requested.

e. Provide information support and assistance to universities/pre-service training as requested.

f. Summarize questions and concerns collected, the number of consultations provided; analyze common threads across all activities on an annual basis with a report to the department by May 15th of 2014 and 2015.

2. Conduct an annual survey of families of preschool children with disabilities regarding parental satisfaction with preschool special education services, including the determination of eligibility and services. Survey results and recommendations for improvement strategies are to be received annually by OEL&SR in April, 2014 and 2015.

a. The survey shall collect data from families of children ages 3, 4 or 5 with disabilities who are either currently being served as a preschool child with a disability or those transitioning to kindergarten.

b. The survey may be electronic, through focus groups, Webinar or mutually agreed upon method with ODE.

c. Provide a summary and analysis of findings to OEL&SR of survey results, specifically focusing on challenges in the following areas.

1) Contacting the district

2) Understanding parental rights

3) Understanding informed consent

4) Understanding the timelines and process (for example: evaluation completed within 90 days of referral and 60 days of parent consent).

5) Any other issues with the process the parent wants to discuss, for example: did the parent believe the child was disabled and the district assessments did not agree; once evaluated and found eligible, were services received in a timely manner; etc.

3. Promote positive outcomes for preschool English Language Learners with disabilities.

a. Provide a representative to attend all meetings of the English Language Learner (ELL) Advisory Committee of the Race to the Top Early Learning Challenge Grant.

b. Use the results of the survey conducted by the Coalition in FYs 2012 & 2013, of families of preschool children with disabilities who are also preschool English Language Learners (PELL) and the school districts that serve them to:

1) Review and analyze with the English Language Learner Advisory Committee of the Race to the Top Early Learning Challenge Grant the following challenges involved in determining eligibility:

a) Contacting the district

b) Understanding parental rights

c) Understanding the timeline and process

d) Evaluation completed within 90 days of referral and 60 days of parent consent

e) Identification as a child with a disability

f) Ensuring that the child is truly a child with a disability

g) Access to interpreters

h) Access and use of assessments in native language

1) Solicit input from the ELL Advisory Committee which the Coalition representative will use in the creation of:

a) a clarifying document for families to facilitate access to special education and

b) a white paper of survey results and recommendations for districts to increase quality service provision for children and families.

c) These documents are to be developed by June 30, 2014.

2) The Coalition will create a plan and disseminate the documents to families and school districts by June 30, 2015.

4. Provide two presentations as listed below, to be prepared by ODE, to assist families of young children, including those with disabilities and/or English Language Learners to understand Step Up to Quality [SUTQ]. The delivery mechanisms, number of sessions/events and dissemination plan will be determined by OEL&SR in consultation with the Coalition.

a. Overview of Step Up to Quality - a general look at the system

b. The Family and Community Partnership component of the SUTQ system, especially the Communication and Engagement portion of that component.

5. With stakeholder input, update, produce and disseminate the brochure “On the Road to Positive Outcomes: An Information Guide for Parents of Preschoolers with Special Needs”. The brochure will be in both an electronic version suitable for posting on the ODE website and in print version with at least 25,000 copies available by June 30, 2014.

IV. DELIVERABLES/EVALUATION OF ACTIVITIES:

The Office of Early Learning and School Readiness will evaluate the deliverables through documentation of the following:

1. Evidence of a full time parent mentor specializing in preschool. Summarized questions and concerns, the number of consultations provided; analyze common threads across all activities on an annual basis with a report to the department by May 15th of 2014 and 2015. 1 fulltime Parent Mentor and minimum of six training events per year.

2. Number of responses for the annual satisfaction survey [not to be less than 100]. Survey results to be summarized and analyzed. Recommendations developed by April of 2014 and 2015. Minimum of 100 a response per year.

3. Active participation in the English Language Learners Advisory Committee; in the development of information to families of preschool English Language Learners and districts that serve them (6/30/14); and in the dissemination of the information (6/30/15). Monthly amount for staff people for service, two staff.

4. Presentations regarding Step Up to Quality are provided as determined by ODE during SFYs 2014 and 2015. Minimum of four events per year.

5. Electronic version available and 25,000 updated brochures printed by June 30, 2014; dissemination of print copies to districts by August 2014. Minimum number of 25,000.

V. PROJECT BUDGET

The Office of Exceptional Children and Office of Early Learning and School Readiness will fund this contract with Federal IDEA discretionary funds. The contract budget should be weighted heavily on direct expenses that support program development and deployment. Contract will bill by deliverable.

Total cost is not to exceed \$2,090,000.00 for a two year contract; \$1,690,000 for School Age Deliverables, and \$400,000 for Early Childhood Focus. Contract will span two fiscal years, State fiscal year 14 (July 1, 2013 - June 30, 2014) and 15 (July 1, 2014 - June 30, 2015).

Section 4: Contractor Qualifications

The Offeror must meet the following requirements, which shall be used to evaluate proposals in response to this RFP:

(1) Must have a minimum of five (5) years experience in methodology, implementation and reporting of educational data during the last five (5) years for which it is submitting a Proposal. 10 Points

(2) Must demonstrate, within the Cover Letter, an understanding of ODE's needs for the Meaningful Parent Engagement for Families with Children with Disabilities project and attests that it can provide the full scope of services as outlined by the State. 10 points

(3) The Offeror must have proof of being federally awarded the Parent Training and Information Center for Ohio. 40 Points (See Paragraph 3 in the objectives section for more information regarding Parent Training and Information Centers.)

(4) Submit a list of the key qualified personnel that will be involved in the Work. The key staff must have specific experience in projects and circumstances of a similar nature. 10 Points

(5) Offeror must: 20 Points

- Demonstrate offeror has sufficient resources to meet the requirements and deadline of the project. (i.e. sufficient office facilities, technology and support mechanisms; financial stability and capacity; sufficient time commitment by its staff).
- Demonstrate offeror can quickly undertake and successfully complete the required tasks for this project.
- Document that offeror has an adequately skilled staff to develop quality deliverables in the allowable time frame.

(6) The Offeror must clearly describe in the proposal how it will accomplish this Project (Work Plan) incorporating all of the deliverables including a complete and clear plan how all of the requirements specific to this project will be implemented as required by the Scope of Work. 10 pts.

Section 5: Special Work Information

Travel expenses will not be paid under this contract. Offerors must include all their anticipated costs in their proposal.

Section 6: Inquiry

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

Section 7: Submission Information

Proposals must reference the RFP number above and should be submitted:

Either by email to:

Name: Jo Hannah Ward

Email Address: Johannah.ward@education.ohio.gov

Please also email a copy to:

Name: Amadu Sankoh, Agency Procurement Officer

Email Address: Amadu.sankoh@ode.state.oh.us

OR by Regular mail to:

Name: Jo Hannah Ward

Address: Ohio Department of Education

Office of Exceptional Children

Columbus, Ohio 43215

Please also mail a copy to:

Amadu Sankoh, Agency Procurement Officer

25 South Front Street, Mail Stop G

Columbus, OH 43215

Do Not Write Below this Line – Vendor Guidance Only

Proposal Format (For Vendor Response)

Signed Cover Letter (Required – as acceptance of all the terms of this RFP)

Work Plan (Required – Must Reference RFP Number on cover page)

Cost Summary (Required – Specify pricing for each deliverable per Work Plan)

Offeror Profile: (Optional, unless specifically required)

Staffing Plan for Work Plan in 3(A): (Optional, unless specifically required)

STANDARD AFFIRMATION AND DISCLOSURE FORM (**Required**)

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

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

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

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

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

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

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

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

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

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

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

OTHER IMPORTANT INFORMATION FOR VENDORS:

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

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

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

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

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

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

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

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

CONTRACT FOR PERSONAL SERVICES

I. AGENCY AND VENDOR INFORMATION

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

II. SERVICES, DISCLOSURE OF LOCATION OF SERVICES AND DATA

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

Detailed services to be provided by the vendor here

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

III. EFFECTIVE DATE

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

IV. CONTRACT RENEWAL

At the sole option of the Department, this contract may be renewed, under the same terms and conditions for an additional period not to exceed twenty-four (24) months; but, such renewal may not extend beyond the state biennium in which the renewal takes place. In order to exercise this option, the Department shall advise the Contractor, in writing, at least sixty (60) days prior to the expiration of the existing contract.

In accordance with Section 126.07 of the Revised Code of Ohio, any renewal hereunder shall not be valid or enforceable, unless and until the Director, Office of Budget and Management first certifies that there is a balance in the appropriation, not already obligated to pay existing obligations.

The Department of Education reserves the right to reject any and all proposals where the offeree takes exception to the terms and conditions or fails to meet the terms and conditions, including, but not limited to, standards, specifications and requirements.

In addition, the Department of Education reserves the right to reject, in whole or in part, any and all responses if any of the following circumstances are true:

- (A) Bids offer supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in the bid document,
- (B) The price of the lowest responsive and responsible bid is deemed excessive in comparison with market conditions or with the Department's available funds, or
- (C) The Department determines that awarding a contract is not in the best interest of the state of Ohio.

V. TERMINATION, SUSPENSION, REDUCTION OF SCOPE OF WORK, AND REMEDIES

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

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

b. Termination for Unremedied Default. If Contractor's default may be cured within a reasonable time, the Department will provide written notice to Contractor specifying the default and the time within which Contractor must correct the default. If Contractor fails to cure the specified default within the time required, the Department may terminate the Contract.

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

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

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

f. Termination for Delinquency, Violation of Law. The Department may terminate this Contract by written notice, if it determines that Contractor is delinquent in its payment of federal, Department or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a Department agency or political subdivision. The Department also may cancel this Contract, if it

determines that Contractor has violated any law during the performance of this Contract. However, the Department may not terminate this Contract if the Contractor has entered into a repayment agreement with which the Contractor is current.

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

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

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

i. Termination for Convenience. The Department may terminate this Contract for its convenience after issuing written notice to the Contractor. If the termination is for the convenience of the Department, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only after the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined by the Department to be owing to the Contractor.

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

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

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

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

In the case of a suspension for the Department's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the Department's convenience or the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the Department resulting from the Contractor's breach of this Contract or other fault.

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

3. Contract Remedies:

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

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

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

VI. COMPENSATION

In recognition of these services, the Department agrees to pay the Contractor a lump sum of \$00,000.00 upon completion or \$00.00 per hour or per deliverable completed as detailed above,

not to exceed \$00,000.00 for services. Travel expenses shall not be reimbursed under this contract pursuant to Ohio Administrative Code, OAC 126-1-02(G). The total amount of the contract shall not exceed \$00,000.00 in FY XXXX and \$00,000.00 in FY XXXX.

VII. INVOICING, PAYMENT AND OTHER PROVISIONS

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

VIII. UNRESOLVED FINDINGS FOR RECOVERY

The Department shall not award a contract for goods, services, or construction, paid for in whole or in part with State funds, to any Contractor against whom a finding for recovery has been issued by the auditor of state, if the finding for recovery is unresolved, pursuant to the provisions of § 9.24 of the Ohio Revised Code. Contractor warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. § 9.24. If the warranty is deemed to be false, the contract is void *ab initio* and the Contractor must immediately repay to the State any funds paid under this contract. If the Contractor does have any unresolved finding(s) for recovery subsequent to the award of this contract, the Contractor must immediately notify the Department of such finding(s).

IX: SUSPENSIONS AND DEBARMENTS

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

X. DISCRIMINATION AND AFFIRMATIVE ACTION PLAN

The Department does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability on employment or in providing services. The Contractor agrees to abide by State and applicable Federal nondiscriminatory policies while performing services under this contract, including Ohio Revised Code § 125.111(B), which provides that "all" Contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E) (1) of Section 122.71 of the Revised Code.

Annually, each such Contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the Department of administrative services. Accordingly, the Contractor has submitted an affirmative Action Program Verification Form to the Equal Opportunity Division located at <http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx> to comply with the affirmative action requirements pursuant to the Ohio Revised Code § 125.111(B).

XI. PURCHASE, USE OR TRANSFER OF ILLEGAL SUBSTANCES

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

XII. CONTRACTOR RELATIONSHIP TO AGENCY

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

XIII. WORKER'S COMPENSATION COVERAGE

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

XIV. INDEPENDENT ENTERPRISE

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

Prior to providing any services under this contract, or within 30 days after services under this Contract begin, the Contractor shall acknowledge on a form provided by the Department, that the Contractor has been informed that the Department does not consider the Contractor a public employee and that the Department will not make any contributions to the Ohio Public Employees Retirement System (OPERS) for the personal services the Contractor provides to the Department under this contract. The Department reserves the right to cancel this contract if such written acknowledgment is not received in due time.

XV. OHIO ETHICS LAW

The Contractor certifies that, if the Contractor is a member of any other state agency, an employee or elected official of any other governmental body or a former employee of the state of

Ohio, the acceptance of this contract will not violate the provisions of the Ethics law pursuant to § 102 of the Ohio Revised Code.

The independent Contractor hereby certifies that all applicable parties are in compliance with Divisions (I) and (J) of Ohio Revised Code § 3517.13.

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

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

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

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

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

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

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

Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this

Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

XVII. ASSIGNMENT OF RIGHTS

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

XVIII. APPLICABLE LAWS

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

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

Signature: _____ Date: _____
Contractor Name
Contractor

Signature: _____ Date: _____
Richard A Ross, PhD
Superintendent of Public Instruction