

REQUEST FOR RESUMES (RFR)

RFP NUMBER: EDUD201238600

DATE ISSUED: June 11, 2012

ELIGIBILITY: Open to All Providers

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

TITLE: Formative Assessment in Middle School English General (ELA) Coach

INQUIRY PERIOD BEGINS: June 11, 2012

INQUIRY PERIOD ENDS: July 6, 2012

RESUME DUE DATE: July 16, 2012 Time: 3:00 PM

RESUME REVIEW DATE: July 18, 2012

ESTIMATED AWARD DATE: July 20, 2012

Section 1: Background

The objective of Ohio's Formative Assessment in Middle School (FAMS) pilot project is that teachers will learn how to use and develop strong formative assessment strategies aligned to the Common Core State Standards in English language arts and mathematics that make student thinking visible to the teacher and student and that provide actionable information such as high-level questioning and writing. A portfolio of formative assessment strategies and the process used to develop them will be available statewide through ODE's Instructional Improvement System. This pilot has two purposes: to change teacher practice to think and act more formatively which will allow them to become more effective in their classroom instruction, and to change student practice to become active participants in their own learning. By deepening their knowledge and developing their skills students will be able to apply the skills effectively to academia and everyday life. Through the FAMS pilot, a process for developing formative assessment strategies will be developed that can be replicated in districts across the state.

One coach will be provided by ODE to support the participants at each pilot site. See the table below for the list of schools and the content areas. The coach will participate as a member of the Community of Practice (COP) and provide embedded PD in the classroom (average of 40 hours per month). As the participants develop their own formative assessment methods and begin action research in the classroom, the coach will assist and support the participants as necessary.

This application form will be used by individuals who wish to participate in this project as a coach. In this form, applicant coaches will be asked to demonstrate their experience and expertise with formative assessment and coaching teachers. Submitted applications will undergo a review process.

Coaching Positions available for FAMS

School	ELA	Mathematics	Both – ELA & Math
Loudonville-Perrysville	X		
Richard Allen Academy - Dayton	X		
Waynesville		X	
Wellston		X	
Columbiana Crestview			X
Riverview – Warsaw			X
Urbana			X

Section 2: Objectives

The Formative Assessment in Middle School (FAMS) pilot project is designed to support the development and pilot testing of Ohio’s formative assessment methods and processes in the middle school English language arts and mathematics which are aligned to the Common Core State Standards. The project will include:

- Piloting formative assessment methods and processes designed to change teacher practice to think and act more formatively which will allow them to become more effective in their classroom instruction, and to change student practice to become active participants in their own learning;
- Working with coaches who will provide embedded PD in the classroom;
- Developing formative assessments and using action research to field test them, making refinements as needed;
- Developing a portfolio of formative assessments to be made available to all teachers of Ohio through the IIS;
- Developing a community of practice in the school;
- Preparing teachers to become experts in the formative assessment practice and thus become a resource in their region.

Section 3: Overview of the Scope of Work

Participating coaches must:

- Commit to the professional development and training throughout the project for the chosen subject area(s) between August 2012 and June 2014;
- Commit to providing approximately 40 hours per month of embedded professional development by working with the participants in the chosen pilot sites, participating with the communities of practice (COP), and submitting monthly reports to ODE;
- Agree to become familiar with and use the Common Core State Standards for the subject area(s) used at the pilot site;

- Agree to support the pilot site participants in the development of the formative assessment methods and processes and support the participants as they use action research to field-test methods of formative assessment;
- Agree to participate in the project's evaluation, which will require participation in surveys, interviews and filming during the project.

Section 5 includes a timeline and tables with more detailed information that show the commitment for professional development and other activities.

Section 4: Contractor Qualifications

All applicants must answer the questions posed in Section 5 of this Request for Resumes. Applications also must include all of the following:

- 1. A complete Curriculum Vitae, including information about licensure, past employment, current employment and experience with performance assessment, formative assessment and scoring of state tests.**
- 2. Letters of support from at least three professional sources.**

Section 5: Special Work Information

Coaches will be required to attend and participate in all professional development. The purpose of the coach is to support the participants in the school to which the coach is assigned. See Appendix A for the schools and content areas in need of coaches. Coaches are expected to work an average of 40 hours a month for ten months as a FAMS coach. The time includes professional development sessions, classroom visits, and Communities of Practice meetings. Coaches will report monthly on their activities and communicate frequently with the FAMS Program Coordinator. Additionally, coaches may be involved in planning and delivering professional development sessions.

The contract is for payment of \$15,000 per year of the project. FAMS is a two year project.

Applicants should submit, along with their resumes and three reference letters, responses to each of the prompts on pages 7 through 13 of this document.

Formative Assessment in Middle School Pilot

The program for Cohorts 2 & 3 is outlined in the tables below.

Professional Development for Formative Assessment Middle School (FAMS) Pilot

Academic/ Fiscal Year	2012-13		2013-14	
	Fall 2012	Spring 2013	Fall 2013	Spring 2014
Cohorts 2 & 3	Total of both cohorts - 12 Pilot Sites: ELA- 6 and Math- 6			
	<ul style="list-style-type: none"> FA/FS PD FA/FS Experimentation FA/FS Implementation COP 	<ul style="list-style-type: none"> PD/T Formative Strategy Development FA/FS Implementation FS Development COP 	<ul style="list-style-type: none"> PD Action Research FS Field Tests COP follow up 	<ul style="list-style-type: none"> PFA Development Pilot Presentations

PD- Professional Development

FA- Formative Assessment Process

PFA- Portfolio of Formative Assessment

T- Training

FS- Formative Strategies

Detailed Professional Development for FAMS

Year 1

Fall		Spring	
September <ul style="list-style-type: none"> Purpose, Goals and Expectations of the pilot project Ohio's Formative Assessment Practice 101- whole group Formative Assessment Process- "Vision into Practice"- By content area (Math & ELA) Ways to Implement Formative Assessment Process- By content area (Math & ELA) <i>Takeaway Task:</i> Participants will be asked to experiment with the formative assessment process supported by assigned formative assessment strategies. <i>Expectations for Next Session:</i> Participants will come back and be able to reflect on their experimentation. 	November <ul style="list-style-type: none"> Formative assessment and strategy PD Formative Assessment Strategies Experimentation Formative Assessment/Formative Strategies Implementation Communities of Practice (COP) <i>Takeaway Task:</i> Participants will be asked to continue to use the formative assessment process. <i>Expectations for Next Session:</i> Participants will come back and be able to reflect on their experiences. 	March <ul style="list-style-type: none"> Professional Development and Training on developing formative assessment strategies Continue implementing formative assessment process and strategies Communities of Practice (COP) Participants will be asked to experiment developing formative assessment strategies. <i>Expectations for Next Session:</i> Participants will come back and be able to reflect on their experiences. 	May <ul style="list-style-type: none"> Develop formative assessment strategies Communities of Practice (COP) <i>Takeaway Task:</i> Participants will be asked to begin developing formative assessment strategies to field test in the fall. <i>Expectations for Next Session:</i> Participants will return with formative assessment strategies to be field tested.

Year 2

Fall		Spring	
<p>September</p> <ul style="list-style-type: none"> • Formative assessment strategies developed by pilot • Professional development on action research related to formative assessment strategies developed by participants(e.g., strategies, student samples) • Professional Development on Implementation of the formative assessment process and pilot developed formative assessment strategies • Communities of Practice (COP) and Status Check • <i>Takeaway Task:</i> Participants will begin to use action research to field test the formative assessment strategies they have developed. • <i>Expectations for Next Session:</i> Participants will reflect on their action research and field testing. 	<p>November</p> <ul style="list-style-type: none"> • Continuation of action research, looking at student samples • Refining formative assessment strategies as developed by pilot • Communities of Practice (COP) and Status Check • <i>Takeaway Task:</i> Participants will refine formative assessment strategies and continue their action research and field testing. • <i>Expectations for Next Session:</i> Participants will return with refined formative assessments strategies. 	<p>March</p> <ul style="list-style-type: none"> • Development of Portfolio of formative assessment strategies • Sustainable supports • Communities of Practice (COP) and Status Check • <i>Takeaway Task:</i> Participants will be asked to develop a portfolio of their successful formative assessment strategies. • <i>Expectations for Next Session:</i> Participants will present their findings from their action research on their formative assessment strategies. 	<p>May</p> <ul style="list-style-type: none"> • Participants present on the action research they conducted • Community of Practice (COP) – next steps. • Celebration of the dedication and hard work of the participants to make this a successful pilot.

I. Key Dates for Cohorts 2 & 3

August 2012	Coaches' Training (3 days)
September & November 2012	Professional Development Sessions
March & May 2013	Professional Development Sessions
September & November 2013	Professional Development Sessions
March & May 2014	Professional Development Sessions

All inquiries should be directed to:

Karen Daugherty
25 South Front Street, MS 507
Columbus, OH 43215
Phone: (614) 387-7560
Fax: (614) 995-5568
Email: karen.daugherty@education.ohio.gov

Formative Assessment in Middle School Pilot Project English Language Arts Coach Application

1. Student work scenario. (20 Points)

Student Directions: *Read the excerpt below. Using details from the story, write a paraphrase in your own words.*

Cisneros, Sandra. "Eleven." *Woman Hollering Creek and Other Stories*. New York: Random House, 1991.

What they don't understand about birthdays and what they never tell you is that when you're eleven, you're also ten, and nine, and eight, and seven, and six, and five, and four, and three, and two, and one. And when you wake up on your eleventh birthday you expect to feel eleven, but you don't. You open your eyes and everything's just like yesterday, only it's today. And you don't feel eleven at all. You feel like you're still ten. And you are — underneath the year that makes you eleven.

Like some days you might say something stupid, and that's the part of you that's still ten. Or maybe some days you might need to sit on your mama's lap because you're scared, and that's the part of you that's five.

And maybe one day when you're all grown up maybe you will need to cry like if you're three, and that's okay. That's what I tell Mama when she's sad and needs to cry. Maybe she's feeling three.

Because the way you grow old is kind of like an onion or like the rings inside a tree trunk or like my little wooden dolls that fit one inside the other, each year inside the next one. That's how being eleven years old is.

You don't feel eleven. Not right away. It takes a few days, weeks even, sometimes even months before you say Eleven when they ask you. And you don't feel smart eleven, not until you're almost twelve. That's the way it is.

Student Response:

In the story, the narrator is unhappy with turning eleven. He/she believes that you never really feel like it is the correct age. It takes a while to actually feel like you are actually the age you just turned. It's like the rings on a tree; one year fits inside the other, so you can sometimes go back to the years before and not feel any different. It takes a while before you feel older because sometimes you can go back to moments when you feel like you are younger than you actually are.

Scenario **1** continued

What does the student know?

What is the student thinking?

What is the misconception/misunderstanding?

What would you do to help this student?

2. Classroom teacher scenario. (20 Points)

Students in a 6th grade classroom are asked to respond to the following text-dependent prompt after reading *Harriet Tubman: Conductor on the Underground Railroad*:

Create a story in which the main character is on the Underground Railroad. What would life be like for this character?

Explain the issue presented in this prompt. As a coach, how do you approach this situation? Describe what you would say to the teacher and how you would handle the situation.

3. *Describe your vision of the roles and responsibilities of a coach in this pilot program. Be as detailed as possible. (20 Points)*

4. Indicate the school(s) you are applying for. If the school has both ELA and mathematics subject areas, you must complete the general application. **(5 points)**

Coaching Positions available for FAMS

School	ELA	Mathematics	Both – ELA & Math
Loudonville-Perrysville	X		
Richard Allen Academy - Dayton	X		
Waynesville		X	
Wellston		X	
Columbiana Crestview			X
Riverview – Warsaw			X
Urbana			X

Section 6: Submission Information

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

Either by email to:

Name: Karen Daugherty

Email Address: karen.daugherty@education.ohio.gov

OR by Regular mail to:

Name: Karen Daugherty

Address: Ohio Department of Education

Office of Curriculum/Assessment

25 South Front Street, Mail Stop 507

Columbus, Ohio 43215

Do Not Write Below this Line – Vendor Guidance Only

Resume and Signed Cover Letter (Required – as acceptance of all the terms of this RFR))

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 subcontractor(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/RFQ/RFR, fails to comply with the procedure for participating in the RFP/RFQ/RFR process, or the offeror's Proposal fails to meet any requirement of this RFP/RFQ/RFR. 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/RFQ/RFR.

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/RFQ/RFR that was gathered through a source different from the inquiry process described in this RFP/RFQ/RFR.

The State will not be liable for any costs incurred by any offeror in responding to this RFP/RFQ/RFR, 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/RFQ/RFR and contract for the work through some other process or by issuing another RFP/RFQ/RFR.

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/RFQ/RFR, 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):

Enter 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. 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.

l. 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.

V. 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.

VI. 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.

VII. 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).

VIII (A): DECLARATION OF MATERIAL ASSISTANCE (DMA)

The Department shall not conduct business with, provide funding to, receive more than \$100,000 of funding from any person, company, affiliated group, or organization, or any person who has a controlling interest in a company, affiliated group, or organization unless that person, company, affiliated group, or organization completes the Precertification of Declaration of Material Assistance/Non-assistance (DMA), pursuant to § 2909 of the Ohio Revised Code. The DMA precertification may be completed online through the Ohio Business Gateway website, <http://obg.ohio.gov>. If you are unable to complete the precertification forms electronically, please complete the forms sent to you by the Department and return them to us for processing. The DMA form is used to identify whether a current or future Contractor has provided material assistance to an organization listed on the Terrorist Exclusion List (TEL), as published by the U.S. Department of

State through the Ohio Department of Public Safety. Ohio Revised Code § 2909 requires the Department to provide a copy of the DMA form, along with the TEL, to any entity that is not pre-certified prior to doing business with, provide funding to, or receiving funding from that entity. A "yes" answer or the Contractor's failure to answer any question on the DMA form constitutes a positive response, thus rendering the contract with the Department null and void. If the Contractor takes future action that would result in an answer of "yes" to a question on the DMA form, the Contractor shall immediately notify the Department of such action.

VIII (B): 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://epls.arnet.gov/>, (2) Ohio Department of Transportation Debarred List, Located at <http://dot.state.oh.us>, or (3) DAS Debarment List, located at www.ohio.gov/procure. 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).

IX. 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).

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

In accordance with Executive Order 2007-01S, Vendor or Grantee, by signature on this document, certifies that it: (1) has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws; and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.

The Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code § 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code § 3517.13.

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

The Contractor affirms that it has read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland 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 Executive Order is provided as an attachment and also is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

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.

XVI. 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.

XVII. 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

Signature: _____ Date: _____

Stan W. Heffner

Superintendent of Public Instruction