



REQUEST FOR PROPOSALS
(RFP)

**INTERACTIVE DISTANCE LEARNING
COURSES for PILOT PROJECT
FOR EETT GRANT PROGRAM**

The eTech Ohio Commission is seeking Proposals for interactive distance learning advanced placement and foreign language courses to assist Ohio public high school districts create and administer effective interactive distance learning communities for implementation of Title II Part D Federal Grant, Enhancing Education Through Technology (EETT) competitive portion of the Elementary and Secondary Education Act.

RFP Number: ETP 100-2010

RFP Issue Date: October 26, 2009

Inquiry Period Begins: October 26, 2009, 8:00 am (EST)

Inquiry Period Ends: November 2, 2009, 12:00 pm (EST)

RFP Responses Due: November 6, 2009, 5:00 pm (EST)

This RFP is organized into nine (9) parts with five (5) attachments. Please verify that you have a complete copy.

SECTION ONE: STRUCTURE OF THE REQUEST FOR PROPOSAL

1.1 Organization

This Request for Proposal (RFP) is organized into nine (9) parts with five (5) attachments. The parts and attachments are listed below.

PARTS

Section One	Structure of the Request For Proposal
Section Two	Executive Summary
Section Three	General Instructions
Section Four	Evaluation of Proposals
Section Five	Award of the Contract
Section Six	Work Requirements
Section Seven	Technical Requirements
Section Eight	RFP Submission Requirements
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ATTACHMENTS

Attachment One	Contractor Reference Form
Attachment Two	Contractor Performance Form
Attachment Three	Contract Execution Form (Sample)
Attachment Four	Government Business and Funding Form
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SECTION TWO: EXECUTIVE SUMMARY

2.1 Purpose

The eTech Ohio Commission (eTech Ohio) is releasing this Request for Proposal (RFP) to solicit pricing of products and services for synchronous advanced placement and foreign language interactive distance learning courses that will be used by Ohio's public high schools awarded grants as a result of the Title II Part D Federal Grant Program, 2009-2010 Enhancing Education Through Technology (EETT) competitive portion of the Elementary and Secondary Education Act (ESEA or "No Child Left Behind" legislation).

Districts are required to purchase products and services established by this Contract under State of Ohio and EETT grant guidelines. Districts are permitted to select from among the Contractors awarded pursuant to this RFP. eTech Ohio, through this RFP, seeks to ensure that all participating school districts have an equal opportunity to receive best pricing for products and services selected under this RFP. The Contractor shall commit as part of the Contract that pricing in the RFP is the best pricing available based on the estimated size of this acquisition by the districts.

This RFP provides details on what is required to submit a Proposal for the project, how eTech Ohio will evaluate the Proposals, and what will be required of the Contractor in performing the project (the Project). To the extent possible, the interactive distance learning courses must currently exist and require minimal modification. Custom development of a new course in its entirety will not be considered.

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

2.2 Background

In July 2009, the Ohio General Assembly passed House Bill 1, Revised Code 3353.20, which directs eTech Ohio to develop an Interactive Distance Learning Pilot Project beginning with the 2009-2010 school year. eTech Ohio is to provide access to at least two advanced placement courses and one foreign language course in an interactive distance learning format for Ohio high schools.

Revised Code section 265.30.83, states eTech Ohio will, in coordination with the Ohio Department of Education (ODE), administer the 2009-2010 EETT Grant Program. ODE will disseminate the formula grants to eligible Local Education Agencies (LEAs) that have submitted applications through their Comprehensive Continuous Improvement Plans (CCIP). The competitive grant allocations will be determined through responses from a state-issued EETT Request for Proposals (EETT-RFP) process open to all eligible districts/schools. An advisory panel develops the EETT-RFP, evaluates responses and coordinates activities under this program. eTech Ohio along with the Ohio Department of Education, coordinates state activities related to the grant.

2.3 Overview of Project's Scope of Work

eTech Ohio and the Ohio Department of Education are looking for vendors who have the capacity to deliver synchronous interactive distance learning courses that meet state standards in advanced placement (accredited by College Board) and foreign language to Ohio public high schools. The vendor(s) must supply a highly qualified teacher and a learning management system for the course. The first course offerings need to be delivered beginning January 2010 during the daytime. Vendor needs to have Help Desk capability and the ability to report student attendance quarterly to eTech Ohio. eTech Ohio will need to know the number of students enrolled, the number of students to complete the course and the average daily attendance. eTech Ohio will identify the vendors from which grant awardees will make the final course purchase.

Calendar of Events

The schedule for the Project is provided below. eTech Ohio may change this schedule at any time. If eTech Ohio changes the schedule before the RFP due date, it will do so by notifying the Contractor by telephone or email. After the RFP due date and before the award of the Contract, eTech Ohio will make schedule changes through the RFP amendment process. After the Contract award, eTech Ohio will make changes in the Project schedule through the change order provisions in the terms and conditions of the Contract.

There are references in this RFP to the due date. Contractors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time the RFP is due and not just the date.

RFP Dates

RFP Issue Date:	October 26, 2009
Inquiry Period Begins:	October 26, 2009
Inquiry Period Ends:	November 2, 2009 at 12:00 p.m. EST
RFP Responses Due:	November 6, 2009 at 5:00 p.m. EST

Pilot Project Dates

Pilot Project Begins	On or about January 4, 2010
Pilot Project Ends	On or about September 30, 2010

SECTION THREE: GENERAL INSTRUCTIONS

The following section provides information about how to respond to this RFP. All responses must be complete and in the prescribed format.

3.1 eTech Ohio Contact

The following person will represent eTech Ohio during the RFP portion of the Project:

Steve Hrinko, Acquisitions Manager
eTech Ohio Commission
35 E. Chestnut Street, 8th floor
Columbus, Ohio, 43215
614-485-6445 (voice) 614-728-1899 (facsimile)
steve.hrinko@etech.ohio.gov

From the release of this RFP until an RFP submission is selected and the Contract executed, prospective Contractors may not communicate with any eTech Ohio staff or Commission member or ODE staff regarding the subject of this RFP, except through the methods stated in Section 3.4 of the Inquiry Period. This does not apply to communication during the evaluation process if eTech Ohio initiates the communication. If a Contractor engages in any unauthorized communication, eTech Ohio may reject that Contractor's RFP submission.

3.2 Invitation to Submit RFP

eTech Ohio, located at 35 E. Chestnut Street, 8th Floor, Columbus, OH 43215, invites your company to submit an RFP to provide pricing of products and services for synchronous advanced placement and foreign language interactive distance learning courses that will be used by Ohio's public high schools awarded grants as a result of the Title II Part D Federal Grant Program, 2009-2010 Enhancing Education Through Technology (EETT) competitive portion of the Elementary and Secondary Education Act.

Districts are required to purchase products and services established by this Contract under the grant guidelines. eTech Ohio, through this RFP, seeks to ensure that all participating school districts have an equal opportunity to receive best pricing for products and services under this RFP. The Contractor shall commit as part of the Contract that pricing in the RFP is the best pricing available based on the estimated size of this acquisition by the public school districts.

eTech Ohio is seeking RFP responses for synchronous interactive distance learning courses in Advanced Placement and Foreign Language courses.

Proposals are Firm for 90 Days. Unless stated otherwise, once opened, all proposals are irrevocable for ninety (90) days. Beyond ninety (90) days, the Contractor will have the option to honor their proposal or make written request to withdraw their proposal from consideration.

3.3 Inquiry Period

Contractors may make inquiries in writing regarding this RFP only during the Inquiry Period beginning October 26, 2009 and ending November 2, 2009 at 12:00 p.m. EST. All inquiries shall be submitted to the eTech Ohio RFP Representative identified in Section 3.1.

Contractors submitting inquiries will receive an e-mail acknowledgement that their inquiry has been received. Responses to all written inquiries will be sent to all Contractors submitting a Letter of Intent. eTech Ohio will try to respond to all inquiries within 48 hours, excluding weekends and State holidays. But eTech Ohio will not respond to any inquiries received after 12:00 p.m. EST on the inquiry end date.

3.4 RFP Submittal

RFP submissions must be **received** by eTech Ohio, 35 E. Chestnut Street 8th Floor, Columbus, Ohio 43215, no later than **November 6, 2009 at 5:00 p.m. EST.**

Responses must be hand delivered or mailed to:

eTech Ohio
Attn: Steve Hrinko, Acquisitions Manager
35 E. Chestnut Street, 8th Floor
Columbus, OH 43215

TELEGRAPHIC, FACSIMILES, OR ANY MODE OF TRANSMISSION OTHER THAN STATED ABOVE WILL BE REJECTED.

How Proposals Must Be Packaged.

The Contractor must submit five (5) complete copies of the Proposal in a sealed envelope with the Proposal name clearly marked on the envelope "Interactive DL Courses for Pilot RFP."

A Proposal that is not properly and clearly marked and is inadvertently opened before the scheduled closing date, may not be evaluated for contract award.

- eTech Ohio wants clear and concise RFP submissions. Contractors should take care to completely answer questions and meet the RFP requirements. The requirements for the RFP's content and formatting are contained in Section Eight: Proposal Submission Requirements section of this RFP.
- eTech Ohio may reject any RFP submissions or unsolicited RFP amendments that are received after the deadline. A Contractor that mails its RFP submission must allow for adequate mailing time to ensure its timely receipt.
- eTech Ohio may reject any RFP if the Contractor takes exception to the terms and conditions of the RFP, fails to comply with the procedure for participating in the RFP process, or the Contractor's submission fails to meet any requirements of this RFP. eTech Ohio may also reject any RFP that it believes is not in its interests to accept and may decide not to do business with any of the Contractors responding to this RFP.
- eTech Ohio will not be liable for any costs incurred by a Contractor in responding to this RFP, regardless of whether eTech Ohio awards the Contract through this process or decides not to go forward with the Project, cancels this RFP for any reason, or contracts for the Project through some other process or by issuing another RFP.
- By submitting an RFP, the Contractor acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. eTech Ohio 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.

- A Contractor may not be compensated for damages arising from inaccurate or incomplete information in the RFP specifications or from inaccurate assumptions based upon the specifications.

All RFP submissions and other material submitted become the property of eTech Ohio and may be returned only at eTech Ohio's option. Proprietary information should not be included in an RFP submission or supporting materials because eTech Ohio will have the right to use any materials or ideas submitted in any RFP submission without compensation to the Contractor. Additionally, all RFP submissions will be open to the public after the Contract has been awarded.

3.5 Waiver of Defects

eTech Ohio may, at its sole discretion, waive any defects in the RFP or in the RFP submission process followed by the Contractor.

3.6 Amendments to Contractor Submittal of RFP

Amendments or withdrawals of Contractor RFP submissions will be allowed only if the amendment or withdrawal is received before the RFP due date. No amendment or withdrawals will be permitted after the due date, except as authorized by this RFP.

3.7 Amendments to the RFP

If eTech Ohio decides to revise this RFP before the RFP due date, amendments will be announced and Contractors will be notified by phone or email.

When an amendment to this RFP is necessary, eTech Ohio may extend the due date through an announcement and notification to all Contractors by phone or email. Amended announcements may be provided any time before 5:00 p.m. on the day before the RFP due date.

After the submission of RFP's, amendments will be distributed only to those Contractors whose submissions are under active consideration. When eTech Ohio makes an amendment to the RFP after RFP's have been submitted, eTech Ohio will permit Contractors to withdraw their submissions within 5 business days after the amendment is announced. This withdrawal option will allow any Contractor to remove its submission from active consideration should the Contractor feel that the amendment changes the nature of the transaction so much that the Contractor's submission is no longer in its interests. Alternatively, eTech Ohio may allow Contractors that have submissions under active consideration to modify their submissions in response to the amendment, as described below.

Whenever eTech Ohio makes an amendment after the RFP due date, eTech Ohio will tell all Contractors whose submissions are under active consideration whether they have the option to modify their submissions in response to the amendment. Any time eTech Ohio amends the RFP after the RFP due date, a Contractor will have the option to withdraw its submission even if eTech Ohio permits modifications to the submission. If the Contractors are allowed to modify their submissions, eTech Ohio may limit the nature and scope of the modifications. Unless otherwise stated in eTech Ohio's notice, modifications and withdrawals must be made in writing and must be submitted within 5 business days after the amendment is issued. If this RFP provides a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to eTech Ohio at the address and in the same manner required for submission of the original RFP's. Any modification that is broader in scope than eTech Ohio has authorized may be rejected and treated as a withdrawal of the Contractor's submission

SECTION FOUR: EVALUTION OF PROPOSALS

4.1 Rejection of Proposals

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

4.2 Evaluation of Proposals Generally

The evaluation process may consist of up to four distinct phases:

1. The acquisition representative's initial review of all Proposals for defects;
2. The evaluation committee's evaluation of the Proposals;
3. Request for more information (interviews, presentations, and/or demonstrations); and
4. Negotiations.

eTech Ohio may decide whether phases three and four are necessary. eTech Ohio has the right to eliminate or add phases three or four at any time in the evaluation process. eTech Ohio also may add or remove sub-phases to phases two through four at any time if eTech Ohio believes doing so will improve the evaluation process.

4.3 Clarifications & Corrections

During the evaluation process, eTech Ohio may request clarifications from any Contractor under active consideration and may give any Contractor the opportunity to correct defects in its Proposal if eTech Ohio believes doing so does not result in an unfair advantage for the Contractor and it is in eTech Ohio's interests. Any clarification response that is broader in scope than what eTech Ohio has requested may result in the Contractor's proposal being disqualified.

4.4 Reference Checks

eTech Ohio may conduct reference checks to verify and validate the Contractor's or proposed candidate's past performance. Reference checks indicating poor or failed performance by the Contractor or proposed candidate may be cause for rejection of the proposal. In addition, failure to provide requested reference contact information may result in eTech Ohio not including the reference experience in the evaluation process.

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

4.5 Initial Review

The acquisitions representative will review all Proposals for their format and completeness. The acquisitions representative may reject any incomplete or incorrectly formatted Proposal.

The acquisitions representative will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the acquisitions representative will chair.

4.6 Committee Review of the Proposal

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

The committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with technical or professional experience that

relates to the Project or to a criterion in the evaluation process. The committee may also seek reviews of end users of the Project or the advice or evaluations of various State committees that have subject matter expertise or an interest in the Project. In seeking such reviews, evaluations, and advice, the committee will first decide how to incorporate the results in the scoring of the Proposals. The committee may adopt or reject any recommendations it receives from such reviews and evaluations.

The evaluation will result in a point total being calculated for each Proposal. At the sole discretion of the committee, any Proposal, in which the Contractor received a significant number of zeros for sections of the evaluation, may be rejected. Those Contractors submitting the highest-rated Proposals may be scheduled for the next phase. The number of Proposals forwarded to the next phase will be within the committee's discretion, but regardless of the number of Proposals selected for the next phase, they will always be the highest rated Proposals from this phase.

At any time during this phase, the committee may ask a Contractor to correct, revise or clarify any portions of its Proposal.

4.7 Proposal Evaluation Criteria

In the Proposal evaluation phase, the evaluation committee will rate the Proposals submitted in response to this RFP based on the following criteria:

- Contractor Profile and Performance
- Project Methodology/Work Plan
- Project Schedule
- Project Team and Qualifications
- Technical Requirements
- Cost

In the Proposal evaluation phase, the committee will rate the Proposals submitted in response to this RFP based on the predetermined criteria. If the Contractor meets the mandatory requirements, the Contractor's Proposal will continue through the evaluation process.

If the committee does not receive any Proposal that meets all the mandatory requirements, the committee may cancel this RFP. Alternatively, if the committee believes it is in eTech Ohio's interest, the committee may continue to consider the highest-ranking Proposals despite their failure to meet all the mandatory requirements. In doing this, the committee may consider one or more of the highest-ranking Proposals.

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

This RFP asks for responses and submissions from Contractor's, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to a Contractor, a failure by a Contractor to make a required submission or meet a mandatory requirement will normally result in a rejection of that Contractor's Proposal. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to eTech Ohio. It is not a basis for determining the importance of meeting any requirement to participate in the Proposal process.

In any case where no Proposal meets all the mandatory requirements, it may be that an upper ranking Proposal contains a failure to meet a mandatory requirement that the committee believes is critical to the success of the RFP's objectives. When this is so, the committee may reject that Proposal and consider lower ranking Proposals. Before doing so, committee must notify the Contractor of the situation and give the Contractor an opportunity to cure the critical mandatory requirement.

If the Contractor cures its failure to meet a critical mandatory requirement, its Proposal will continue to be considered. If the Contractor is unwilling or unable to cure the failure, its Proposal may be rejected. The committee then may continue to consider the other remaining Proposals, including, if the committee so chooses, proposals that ranked lower than the rejected Proposal.

4.8 Financial Ability

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

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

4.9 Interviews, Demonstrations, and Presentations

eTech Ohio may require some Contractors to interview, make a presentation about their Proposal, or demonstrate their products or services. Such presentations, demonstrations, and interviews provide a Contractor with an opportunity to:

- Clarify its Proposal and to ensure a mutual understanding of the Proposal's content;
- Show the features and functions of its proposed hardware, software or solution; or
- Test or probe the professionalism, qualifications skills and work knowledge of the proposed candidates.

The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of eTech Ohio. eTech Ohio may record any presentations, demonstrations, and interviews.

eTech Ohio normally will not rank interviews, demonstrations, and presentations. Rather, eTech Ohio may decide to revise its existing proposal evaluations based on the interviews, demonstrations, and/or presentations.

4.11 Contract Negotiations

The final phase of the evaluation process may be contract negotiations. Negotiations will be scheduled at the convenience of eTech Ohio. The selected Contractor is expected to negotiate in good faith.

Negotiations may be conducted with any Contractor who submits a competitive Proposal, but eTech Ohio may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP or the Contractor's Proposal, as appropriate. Any Contractor whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP. Should the evaluation process have resulted in a top-ranked Proposal, eTech Ohio may limit negotiations to only that Contractor and not hold negotiations with any lower-ranking Contractor. If negotiations are unsuccessful with the top-ranked Contractor, eTech Ohio may then go down the line of remaining Contractors, according to rank, and negotiate with the next highest-ranking Contractor. Lower-ranking Contractors do not have a right to participate in negotiations conducted in such a manner.

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

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

If best and final Proposals are required, they may be submitted only once; unless eTech Ohio makes a written determination that it is in eTech Ohio 's interest to conduct additional negotiations. In such cases, eTech Ohio may require another submission of best and final Proposals. Otherwise, discussion of or changes in the best and final Proposals will not be allowed. If a Contractor does not submit a best and final Proposal, the Contractor's previous Proposal will be considered the Contractor's best and final Proposal.

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

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

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

Negotiated changes will be reduced to writing and become a part of the Contract file open to inspection to the public. The written changes will be drafted and signed by the Contractor and submitted to eTech Ohio within five (5) business days. If eTech Ohio accepts the change, eTech Ohio will give the Contractor written notice of eTech Ohio's acceptance. The negotiated changes to the successful offer will become a part of the Contract.

4.12 Failure to Negotiate

If a Contractor fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, eTech Ohio may terminate negotiations with that Contractor and collect on the Contractor's bid bond, if a bid bond was required in order to respond to this RFP.

SECTION FIVE: AWARD OF THE CONTRACT

5.1 Contract Award

eTech Ohio reserves the right to contract with more than one vendor for the purpose of creating a list from which eligible grantees will select and purchase courses.

5.2 Contract

In executing and awarding a Contract, eTech Ohio will issue two (2) original copies of a Contract Execution form (Attachment Four) to the selected Contractor(s). The Contractor must return the two (2) original signed copies of the Contract Execution form to eTech Ohio within 2 business days. After eTech Ohio receives the original signed copies, eTech Ohio's duly authorized representative will sign both copies and return one original signed copy to the Contractor.

The Contract will consist of this RFP, written amendments to this RFP, the Contractor's RFP submission, any authorized amendments to the Contractor's RFP submission and signed Contract Execution form. It will also incorporate any materials incorporated by reference in the above documents and any change orders issued under the Contract. The terms and conditions for the Contract are contained in the Section Nine, the General Terms and Conditions section of this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

- 1 This RFP, as amended;
- 2 The documents and materials incorporated by reference in the RFP;
- 3 The Contractor's RFP submission, as amended; and
- 4 The documents and materials incorporated by reference in the Contractor's RFP submission.

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

SECTION SIX: WORK REQUIREMENTS

This section describes the Project and what the Contractor must do to get the job done. It also describes what the Contractor must deliver as part of the completed Project (the "Deliverables").

6.1 Overview of Scope of Work

eTech Ohio and the Ohio Department of Education are looking for vendors who have the capacity to deliver synchronous interactive distance learning courses that meets state standards in advanced placement (accredited by College Board) and foreign language to Ohio public high schools. The vendor(s) must supply a highly qualified teacher and a learning management system for the course. The first course offerings need to be delivered beginning January 2010 during the daytime. Vendor needs to have Help Desk capability and the ability to submit a quarterly attendance report to eTech Ohio. eTech Ohio will need to know the number of students enrolled in a course, the number of students to complete the course and the average daily attendance. eTech is to identify the vendor or vendors from which grant awardees will make the final course purchase.

The term of Contract will be upon execution of the Contract through June 30, 2011.

6.2 Deliverables

- 6.2.1** Provide planning, configuration, setup and other products and services to support the implementation of an interactive distance learning program. This system must provide schools with the tools to efficiently and effectively manage a synchronous offering of advanced placement and foreign language courses. A complete listing of required functionality for the system is included in Section 7.1 of the Technical Requirements.
- 6.2.2** Provide Technical and Professional Development training to end users. The Contractor must make recommendations on training, including details for course instruction such as the preferred class type, size and number of hours needed.
- 6.2.3** Must participate in the Initial Technical Assistance and Professional Development meeting with EETT grant recipients.
- 6.2.4** Must participate in quarterly audio conference calls.
- 6.2.5** Must participate in overall state and local evaluations of the EETT program. This includes, but is not limited to: completing written surveys, interviews and visitations.

6.3 Requirements and Expectations of Contractor Products, Services and Support

6.3.1 Existing Products & Tools. The Contractor must provide Proposals for existing products. These existing products shall not be "beta" or products in testing/development. In addition these products must align with the Ohio Academic Content Standards. Product solutions must be accompanied by quantified data and customer testimonials regarding use and effectiveness. The Contractor must include minimum specifications for the product(s).

6.3.2 Security. ODE and eTech Ohio seek a solution that ensures the physical and logical security of all aspects of the student information and transfers between entities.

6.3.3 Student Data. Information from the web-based curriculum management and instructional delivery activities must merge back into the total state student information data. These solutions must be SIF certified or enabled on the way to certification. The accuracy of student demographic data and the smooth transition of all test information to the current Contractor are a high priority.

6.3.4 Training and Professional Development. The Contractor is expected to provide full product support for all elements of the synchronous interactive course proposed for the term of the contract. In addition, the Contractor shall provide professional development to the recipients. The content of this professional development shall be technical training in the use of the product.

6.3.5 Connectivity Requirements. The Contractor is expected to propose minimum requirements for access to the synchronous interactive distance learning course.

6.3.6 Product Support. The Contractor is expected to provide full product support (hardware, software and connectivity) for all server-based elements of the proposed solution for the demonstration period for 2010.

SECTION SEVEN: TECHNICAL REQUIREMENTS

7.1 Interactive Distance Learning courses

This section describes the functional requirements for the interactive distance learning courses that meet state standards for Advanced Placement (accredited by College Board) and foreign language. Contractors are required to provide their responses to the requirements using this format. There are four possible values (STD, OPT, Custom, and None).

STD – requirement is satisfied as a standard capability of the proposed solution. OPT - requirement is satisfied through optional (added cost) capability of the proposed solution. Custom - requirement can only be satisfied through modifications to the proposed solution. None - requirement cannot be satisfied with the proposed solution

Section	Functionality	Response	Comments
7.1.1	Teaching Staff		
7.1.1.1	Teachers are highly qualified		
7.1.1.2	Teachers are accredited in the area that they teach		
7.1.1.3	Teachers are trained to teach online		
7.1.1.4	The teacher of record teaches the class, answers student questions, grades course work and assessments		
7.1.2	Instructional Materials & Support		
7.1.2.1	Course content is accredited; Advanced Placement curriculum recognized by the College Board		
7.1.2.2	Lesson plans by week		
7.1.2.3	Lesson plans by month		
7.1.2.4	Lesson assignments available to individual students		
7.1.2.5	Assignment management/monitoring		
7.1.2.6	Course includes textbook and/or supplemental materials		
7.1.2.7	Course designed with a full scope and sequence		
7.1.2.8	Course content aligned to Ohio's Academic Content Standards using OSIC values		
7.1.2.9	Course and content is presented via a variety of media (i.e. text, animations, simulations, video conference)		
7.1.3	Diagnostic and Assessment		
7.1.3.1	Formative assessment opportunities are provided in the courses		
7.1.3.2	Summative assessment opportunities are provided in the courses		
7.1.3.3	Capability of open-ended response items		
7.1.3.4	Assessment reports and analysis		

7.1.3.5	Student portfolio storage capability		
7.1.3.6	Automatic scoring		
7.1.3.7	Capability for students to review questions and their answers		
7.1.3.8	Links to other educational materials and alignment data		
7.1.3.9	Student workspace		
7.1.4	Communication		
7.1.4.1	Discussion threads		
7.1.4.2	Teacher homepage		
7.1.4.3	Synchronous communication tools		
7.1.4.4	24/7 Help Desk		
7.1.5	Professional Development		
7.1.5.1	Multimedia examples/best practices		
7.1.5.2	Training on use of the system		
7.1.5.3	On Screen Help - tutorial		
7.1.6	Data collection and Reporting		
7.1.6.1	Archives student performance by student, etc. for analysis/comparison		
7.1.6.2	Grade book connected to Assessment tool		
7.1.6.3	System can interface with the district SIS		
7.1.6.4	System has a full complement of standard reports for teachers, principals, etc.		
7.1.6.5	Trend analysis		
7.1.6.6	State and local item analysis		
7.1.7	Access and Reporting Levels		
7.1.7.1	Allows parents to view student progress and homework		
7.1.7.2	Provides for different levels of user		
7.1.7.3	Security features for confidentiality		
7.1.7.4	Interface is easy to use		
7.1.7.5	Course-enrollment checking/attendance		

SECTION EIGHT: RFP SUBMISSION REQUIREMENTS

8.1 Proposal Format

Each RFP submission must include sufficient information to allow eTech Ohio to verify the total cost for the Project and all of the Contractor's claims of meeting the RFP requirements. Each submission must respond to every request for information in this RFP whether the request requires a simple "yes" or "no" or requires a detailed explanation.

These instructions describe the required format for a responsive RFP submission. The Contractor may include any additional information it believes is relevant to include courses offered. An identifiable tab sheet must precede each section of the submission, and each submission must follow the format outlined below. All pages, except pre-printed technical inserts, must be numbered sequentially.

Any material deviation from the format outlined below may result in a rejection of the non-conforming submission.

Each RFP submission must contain responses to the following sections and be organized in an indexed, tabbed binder ordered in the same manner as detailed below:

Cover Letter
Contractor Profile
Contractor Performance
Project Methodology/Work Plan
Project Schedule
Project Team and Qualifications
Desktop Requirements
Strategic Partnerships
Third Party Software
Support Requirements
Sample License Agreement
Exceptions
Conflict of Interest
Cost Proposal

8.2 Cover Letter

The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the offer. The cover letter will provide an executive summary of the solution the Contractor plans to offer. The letter must also have the following:

8.2.1 A statement regarding the Contractor's legal structure (e.g., an Ohio Corporation), Federal tax identification number, and principal place of business;

8.2.2 A list of the people who prepared the RFP submission, including their titles;

8.2.3 The name, phone number, fax number and e-mail address if available, of one (1) contact person who has authority to answer questions regarding the RFP submission;

8.2.4 A list of all subcontractors, if any, that the Contractor will use on the Project if the Contractor is selected to do the work;

8.2.5 For each proposed subcontractor, the Contractor must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:

8.2.5.1 The subcontractor's legal status, tax identification number, and principal place of business address;

8.2.5.2 The name, phone number, fax number, e-mail address and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;

8.2.5.3 A description of the work the subcontractor will do;

8.2.5.4 A commitment to do the work if the Contractor is selected;

8.2.5.5 A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP; and

8.2.5.6 A statement that the subcontractor will maintain any permits, licenses, and certifications required to do the work.

8.2.6 A statement indicating whether the Contractor or any people that may work on the Project through the Contractor have a possible conflict of interest (e.g., employed by the state of Ohio, etc.) and, if so, the nature of the conflict. eTech Ohio has the right to reject an RFP submission in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict;

8.2.7 A statement that the Contractor shall not substitute, at Project start-up, difference personnel from those evaluated by eTech Ohio except when a candidate's unavailability is no fault of the Contractor;

8.2.8 A statement that the Contractor's proposed solution for the Project meets all requirements of the RFP;

8.2.9 A statement that the Contractor has not taken any exception to the General Terms and Conditions; and

8.2.10 A statement that the Contractor does not assume there will be an opportunity to negotiate any aspect of the proposal.

8.3 Contractor Profile

The profile must include the Contractor's legal name, address, telephone number, home office location, date established, ownership (such as public firm, partnership or subsidiary), firm leadership (such as corporate officers or partners), number of employees engaged in work directly related to the Project, and any other background information that will help eTech Ohio gauge the ability of the Contractor to successfully complete the Project.

The profile must also include a discussion of the Contractor's relevant qualifications and experience working on projects similar to this Project and describe any unanticipated issues or changes that arose on projects similar in size and scope and contingencies taken to resolve the issue.

The Contractor must also include three (3) references for which the Contractor has successfully provided services on projects that were similar in their nature, size and scope to the Project. These references must be from projects that were completed within the past three (3) years. This RFP includes a Contractor Reference form as **Attachment One**. The Contractor must use this form and fill it out completely for each reference.

Each reference must be willing to discuss the Contractor's performance on the reference project with eTech Ohio.

8.4 Contractor Performance

The Contractor must provide the following information for this section for the past seven (7) years. This RFP includes a Contractor Performance form as **Attachment Two**. The Contractor must use this form and fill it out completely.

8.4.1 Whether the Contractor has had a contract terminated for default or cause. If so, the Contractor must submit full details, including the other party's name, address and telephone number.

8.4.2 Whether the Contractor has been assessed damages in excess of \$10,000.00, including liquidated damages, under any of its existing or past contracts with any organization (including any government entity). If so, the Contractor must provide complete details, including the name of the other organization, the reason for the damages and the amount for each incident.

8.4.3 Whether the Contractor was the subject of any governmental action limiting the right of the Contractor to do business with that entity or any other governmental entity.

8.4.4 Whether trading in the stock of the company has ever been suspended with the date(s) and explanation(s).

8.4.5 Whether the Contractor, or any officer of the Contractor, or any owner of a 20% interest or greater in the Contractor has filed bankruptcy, reorganization, a debt arrangement, moratorium or any proceeding under any bankruptcy or insolvency law or any dissolution or liquidation proceeding.

8.4.6 Whether the Contractor, any officer of the Contractor, or any owner of a 20% interest or greater in the Contractor has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item 8.4.1 through 8.4.6 is affirmative, the Contractor must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify a Contractor from consideration, at the sole discretion of eTech Ohio, such an answer and a review of the background details may result in a rejection of the Contractor's RFP submission. eTech Ohio will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Contractor's performance on the Project, and the best interests of eTech Ohio.

8.5 Project Methodology/Work Plan

eTech Ohio seeks Proposals that describe proven system design, development, and implementation methods. Recommended solutions must demonstrate that the Contractor will be prepared to quickly undertake and successfully complete the required tasks.

To this end, the Contractor must submit for this section, the Project plan that describes the methodology, activities and deliverables required for successful implementation of multiple interactive distance learning courses being delivered concurrently throughout the state. The Project plan should include detail sufficient to give eTech Ohio an understanding of how the Contractor's knowledge and approach will:

- Manage the Project;
- Guide Project execution;
- Facilitate communications among stakeholders;
- Provide progress measurement and issue resolution;
- Define training and development required for end users; and
- Provide continuing support after system implementation.

8.6 Project Schedule

The Contractor must include a project schedule that will provide a snapshot of the overall duration and sequence of events for deployment of the courses as specified in the RFP for a district. It should include the minimal number of business days (lead time) needed to begin services. The project schedule should be presented as a Gantt chart with well defined timelines for project tasks, deliverables and resource assignments.

Please note that if selected, the Contractor's performance and possible continuation in the program shall be evaluated based upon meeting those timelines, tasks and deliverables.

8.7 Project Team and Qualifications

The Vendor must include a profile that includes the name, position, years of direct service, and role in this Project for each key member of the proposed Project team. The Project Manager assigned to this Project must have a minimum three (3) years experience on projects of similar size and scope.

The Contractor must describe a contingency plan for completing the Project, should the key project personnel become unavailable to Project on this project for any reason.

8.8 Desktop Requirements

Identify the minimum desktop specifications for users to be able to engage successfully with the LMS (i.e.-CPU, Ram, Disk Space, OS Version, Browser Type and Version) or video conferencing course. Include information for each environment (PC/MAC/UNIX/etc) supported.

8.9 Strategic Partnerships

Describe any strategic partnerships or alliances with other technology or educational entities. If so, how might these benefit the EETT project?

8.10 Third Party Software

Contractor is responsible for establishing and contracting for all third party relationships required for successful implementation of proposed turnkey solution. Describe any relationships with other software providers that are relevant to this proposal.

8.11 Support Requirements

The Contractor must describe the support it wants from eTech Ohio, other than what eTech Ohio has offered elsewhere in this RFP. Specifically, the Contractor should address the following:

8.11.1 Nature and extent of eTech Ohio support required;

8.11.2 Assistance from eTech Ohio staff and the experience/qualification required; and

8.11.3 Other support requirements.

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

8.12 Sample License Agreement

The Contractor must include as reference a sample copy of a typical license agreement and service level agreement used to formalize the Contractor's legal relationship with a K-12

institution or other public entity. Variances between this sample and conditions required by eTech Ohio do not constitute notification that the Contractor is taking exception to a term or condition. Contractor must clearly list any exceptions taken in the proposal submitted. eTech Ohio reserves the right to reject a proposal on these grounds.

8.13 Exceptions

The Contractor is required to provide responses to the functional requirements for the Learning Management System as specified in Section Seven of the Technical Requirements section. Any other exceptions must be clearly stated and detailed as a part of the respondent's response, and, if possible, alternative terms and conditions should be proposed. eTech Ohio is under no obligation to accept such alternative terms and conditions and may reject the proposal based on the exceptions taken.

8.14 Conflict of Interest

RFP submission must include a statement indicating whether the Contractor or any people that may work on the Project through the Contractor have a possible conflict of interest (e.g., employed by the state of Ohio, etc.) and, if so, the nature of the conflict. eTech Ohio has the right to reject an RFP submission in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

8.15 Cost Proposal

The Contractor shall commit as part of the Contract that pricing in the RFP is the best pricing available based on the estimated size of this acquisition by the districts. eTech Ohio expects approximately 90 district buildings will be awarded grants and estimates each building will have between 10-15 students participate. It should be understood, however, that eTech Ohio cannot guarantee the number of buildings or users in any given year. Additionally, because grant recipients may choose from among the successful Contractors identified by this RFP, a Vendor's courses may be selected by all, some or none of the grant recipients.

The Contractor shall provide a detailed cost proposal as to the expense of the products and services being proposed for the interactive distance learning course solution, and the total must be represented as the not-to exceed price, **to include cost per pupil**.

The length of the resulting contract for the services requested will be for a period of eighteen (18) months with options to renew for up to two (2) additional years and cost proposal should reflect these costs.

The cost proposal must include a proposal for the synchronous interactive **videoconferencing** distance learning courses in advanced placement and foreign language courses. The proposal must include highly qualified teachers and Help Desk capacity.

8.15.1 Course Pricing Models – This section must articulate all products and services required to meet listed requirements, including any third party software. Contractor is to provide module-based pricing (i.e- any one time costs such as set-up and installation, and annual costs like help desk, licenses, etc.) not simply a lump-sum figure for a turnkey, comprehensive “standards based” web-based LMS with “Off-the Shelf” Advanced Placement and foreign language courses..

8.15.2 Training Pricing Model – Provide training and professional development costs to meet the requirements of the project.

8.15.3 Any and all other costs required for successful implementation of the turnkey solution.

8.15.4 Optional Services and Fees Pricing Model – Provide other optional services and fees (i.e.-data conversion, integration, consulting, etc.) that add value to the project.

8.15.5 The Contractor shall provide a thirty-day (30) “money back guarantee” for hardware and software specified herein (non-services). The thirty-day money back guarantee shall permit the eligible parties to return any item purchased from the Contractor within 30-days of receipt for a full refund. All returned items must be complete and are to include the original documentation, diskettes, cables, components and packaging (except shrink-wrap). Return shipping is to be the responsibility of the eligible party.

8.15.6 Proposals are Firm for 90 Days. Unless stated otherwise, once opened, all proposals are irrevocable for ninety (90) days. Beyond ninety (90) days, The Contractor will have the option to honor their proposal or make written request to withdraw their proposal from consideration.

SECTION NINE: GENERAL TERMS AND CONDITIONS

9.1 INTELLECTUAL PROPERTY: Rights in Data, Patent and Copyright

9.1.1 Neither the Contractor nor any of the Contractor's employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent in the United States or any other country for any of the reports, data or material prepared by the Contractor pursuant to this Contract unless such disclosure is approved in writing by eTech Ohio prior to the application for patent. In the event that such a patent is obtained, the Contractor shall, at the request of eTech Ohio, provide eTech Ohio written authorization for eTech Ohio and any other person, agency or instrumentality contributing financial support to the work covered by this contract to make use of the subject of said patent disclosure without payment therefore.

9.1.2 The Contractor warrants that the services provided pursuant to this contract will not infringe upon any United States or foreign letters, patents, trademarks, copyrights or other proprietary rights, and the Contractor agrees to defend, protect and hold harmless eTech Ohio, its employees, agents, successors, assigns, customers and users of such items, against any and all causes of action and from all damages and expenses including attorneys' fees resulting from claims and demands for actual or alleged infringements of any patent, trademark, copyright or any right by reason of the sale or use of the material covered hereby. eTech Ohio reserves the right to participate in any such action brought against eTech Ohio at Contractor's expense.

9.2 DURATION AND RENEWAL TERMS

9.2.1 The initial term of the contract shall begin upon execution of the Contract through June 30, 2011, with up to one (1) two-year option to renew the Contract.

9.2.2 Provided that eTech Ohio is not then in default of its obligations to pay fees reserved hereunder and the Contractor has performed the covenants set forth herein, eTech Ohio shall have the option to renew this Contract for up to one (1) successive and continuous term of two (2) years (the "Renewal Terms") upon the same terms and conditions as are set forth herein.

9.2.3 Each of eTech Ohio's renewal options(s) may be exercised by giving written notice of intent to the Contractor not less than sixty (60) days prior to the expiration of the applicable term of the Contract. Any reference in this Contract to the "term of this Contract" shall include the Renewal Terms.

9.3 CONSIDERATION

9.3.1 Contractor will receive no monetary compensation from eTech Ohio for this contract. However, both parties agree that items of value are being provided in exchange for the covenants and obligations contained in this RFP, attachments and contract. These items of values are as follows:

9.3.1.1 eTech Ohio agrees to list CONTRACTOR as one of the vendors eligible to provide interactive distance learning courses to eligible grant recipients under the 2009-2010 Title II Part D, Enhancing Education Through Technology (EETT) competitive portion of the Elementary and Secondary Education Act. eTech Ohio agrees to publish the products, services and pricing submitted as part of the Contractor's RFP response and provide the grant recipients the opportunity to purchase said products and services.

9.3.1.2 Contractor agrees to provide all products and services to the grant recipients at the pricing submitted as part of the Contractor's RFP response. Contractor may not increase pricing at any time during the term of this Contract without written authorization by eTech Ohio. Additionally, Contractor agrees to provide all products and services to the grant recipients in a timely manner.

9.4 TERMINATION

This Contract may be terminated only as follows:

9.4.1 By eTech Ohio without cause upon a fourteen (14) days' prior written notice to the Contractor. Upon receipt of such notice, the Contractor shall take all necessary steps to avoid incurring any additional costs.

9.4.2 By mutual written consent of all parties.

9.4.3 eTech Ohio may immediately terminate this Contract if the Contractor has breached any provisions of this Contract. The following events shall be deemed to be a breach by the Contractor of his/its obligations hereunder provided, however, said list shall not be deemed all inclusive:

9.4.3.1 Failure by the Contractor to timely perform his/its obligations hereunder.

9.4.3.2 The Contractor shall cease doing business.

9.4.3.3 The Contractor shall file for protection under any state or federal bankruptcy or similar laws.

9.4.4 In accordance with the term limitations set forth in the RFP.

9.4.5 If the U.S. Congress fails at any time to continue funding for the payments and other obligations set forth herein, eTech Ohio's obligations under this Contract are terminated as of the date the funding expires and eTech Ohio shall have no further obligations hereunder. If eTech Ohio discovers or is notified of the discontinuation of funding for this Contract, then eTech Ohio agrees to notify Contractor of said discontinuation as soon as is practicable. The Contractor shall not perform any work under the Contract after he/it receives such notice.

In the event of an early termination or the natural expiration of this Contract, eTech Ohio shall be given immediate ownership and possession of all reports, documents and other materials assembled and prepared by Contractor pursuant to this Contract. Contractor shall not perform any work under the Contract after notification of early termination or upon the natural expiration of this Contract.

9.5 NON DISCRIMINATION

eTech Ohio does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or in the providing of services. The Contractor agrees to abide by the state and applicable Federal nondiscriminatory policies while performing services under this Contract.

9.6 DRUG-FREE WORKPLACE

The Contractor shall comply with all applicable federal, state and local laws regarding smoke free and drug free work places and shall make a good faith effort to ensure that any of his employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

9.7 ETHICS LAW

The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Ohio Revised Code Section 102.

9.8 INDEPENDENT CONTRACTOR STATUS

It is understood and agreed by the parties that Contractor shall perform all duties hereunder as an independent contractor and not as the agent of eTech Ohio and, therefore, no agency or partnership relationship exists between eTech Ohio and Contractor. Contractor has full opportunity to find other business and has made an investment in its business. Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities under the contract. It is further understood and agreed the Contractor shall not be considered an employee of eTech Ohio and shall not be eligible for state employee benefits, including worker's compensation coverage.

9.9 NO FINDINGS FOR RECOVERY

The Contractor affirmatively represents and warrants to eTech Ohio that it is not subject to any unresolved finding for recovery under Ohio Revised Code Section 9.24, or that it has taken the appropriate remedial steps required under Section 9.24 or otherwise qualifies under that Section. Contractor agrees that if this representation and warranty is deemed to be false, this Contract shall be void *ab initio* as between the parties, and any funds paid by eTech Ohio hereunder shall be immediately repaid to eTech Ohio, or an action for recovery may be immediately commenced by eTech Ohio for recovery of said funds.

9.10 REPRESENTATIONS AND WARRANTIES

Each party that has executed this Contract through its undersigned authorized representative, and each representative so executing, hereby warrants and represents to the other party that the undersigned representative has full authority to execute this Contract on behalf of the party for whom said authorized representative purports to act.

Contractor, any subcontractor or person acting on behalf of Contractor, in the execution of duties and obligations hereunder, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

9.11 LIABILITY

The Contractor agrees to fully indemnify and hold harmless eTech Ohio from any all liability, losses, claims, damages, and expenses arising out of Contractor's performance (or non performance) of his/its obligations hereunder. eTech Ohio is not responsible for contractual obligations that arise out of the relationship between Contractor and Grant Recipients.

Notwithstanding any language to the contrary, the Contractor shall be liable for any personal injury or damage to real property or tangible personal property, caused by his/its fault or negligence.

9.12 AVAILABILITY OF BOOKS AND RECORDS

The Contractor agrees that eTech Ohio shall have the right to review all Contractor's books and records relative to this Contract for a period of at least three (3) years after the termination of this Contract.

9.13 ADVERSE INTERESTS

The Contractor shall immediately notify and disclose to eTech Ohio any matter in which Contractor, its agents, or any approved assistants or subcontractors which it may utilize is engaged or about to become engaged which would cause Contractor or any of its agents, employees, or approved assistants or subcontractors to provide services, undertake activity, or advocate positions that are adverse or potentially adverse to eTech Ohio.

9.14 CONFIDENTIALITY

Contractor shall maintain any and all records associated with the subject of this Contract in accordance with any applicable state and federal laws, including, but not limited to, Ohio Revised Code, and the Health Care Portability Act.

9.15 ASSIGNMENT OR SUBCONTRACT

This Contract shall not be assigned or subcontracted without prior written consent of eTech Ohio.

9.16 BINDING EFFECT, AMENDMENTS OR MODIFICATION

This Contract shall bind the parties hereto, their respective assigns, successors, receivers, and legal representatives of any type whatsoever, and shall not be amended or modified unless done so in writing signed by both parties.

If eTech Ohio's governing Ohio statutes shall subject it to new or differing statutory requirements affecting contracts, this Contract shall be subject to and conditioned upon compliance with such requirements, unless otherwise provided by Ohio law.

9.17 ENTIRE CONTRACT

The Contract, any attachments and the RFP constitutes the entire understanding between the parties hereto with reference to the matters contained herein, there being no conditions, warranties or representations other than those contained within the Contract, any attachments and the RFP.

9.18 DRAFTING OF CONTRACT

All parties hereto shall be deemed to have participated equally in the drafting of this Contract, and the choice of language, terms, and conditions contained herein, including, but not limited to, any and all exhibits and/or schedules, created contemporaneously herewith or for the purpose of being attached hereto. For the purpose of enforcement, construction, and interpretation all such documents, language, terms, formulas, exhibits, conditions, and covenants, shall be deemed to be equal work product of each party.

9.19 WAIVER

The failure of any party to exercise or enforce in any respect any right or provision provided for in this Contract shall not be deemed a waiver of any such right or provision.

9.20 GOVERNING LAW

This Contract and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and jurisdiction for any dispute shall be in the appropriate court in Franklin County, Ohio.

9.21 GOVERNMENT BUSINESS AND FUNDING FORM

Pursuant to Ohio Revised Code Section 2909, Contractors seeking business contracts with and funding from any government entity in an annual aggregate amount of \$100,000.00 or greater, must complete forms indicating that they have not provided financial assistance or support to a terrorist organization. The Contractor agrees to complete a Government Business and Funding form in its entirety, attached hereto and incorporated herein, as **Attachment 4**.

9.22 OHIO ELECTIONS LAW

Contractor affirms that, as applicable to the Contractor, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of the limitations specified in Section 3517.13.

9.23 CONTRACTOR'S PROHIBITIONS RE DANGEROUS ORDNANCES

The Contractor and its agents are prohibited from possessing or having under their control, a "deadly" weapon or "dangerous ordnance" (each as defined in Ohio Revised Code Section 2923.11), while conducting business related to this Contract, or while conducting business in or on state-owned or leased property.

9.23.1 The Contractor and its agents shall not carry or store a weapon or dangerous ordnance in a building or portion of a building owned or leased by eTech Ohio. This includes but is not limited to state-owned or leased vehicles, state-owned and/or controlled parking facilities, garages or surface lots. Prohibited items shall not be stored in personal vehicles parked on state-owned and/or leased property.

9.23.2 Any Contractor or Contractor's agent who has been issued a Permit to carry a concealed weapon in the State of Ohio is not exempt from the above provisions. Those who carry or possess a weapon MUST store said weapon, in accordance with the law, prior to entering an area in which a weapon is prohibited.

9.24 NOTICE

Any notice required hereunder shall be made in writing to eTech Ohio or the Contractor and shall be accomplished by personal delivery, facsimile, or by United States mail, certified or return receipt requested.

9.25 SEVERABILITY

If any provision of this Contract shall be invalid, illegal, or unenforceable, in any respect, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this Contract shall not in any way be affected or impaired unless such severance would cause this Contract to fail of its essential purpose.

9.26 HEADINGS

The headings herein are for reference only. They are not intended and shall not be construed to be a substantive part of this Contract or in any other way to effect the validity, interpretation, or effect of any of the provisions of this Contract.

ATTACHMENT ONE: CONTRACTOR REFERENCE FORM

The Contractor must include three (3) references for which the Contractor has successfully provided services on projects similar in their nature, size, and scope to the Project. These references must be from projects that were completed within the past three (3) years. This form may be duplicated.

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

ATTACHMENT TWO: CONTRACTOR PERFORMANCE FORM

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

Yes/No	Description
	1. Whether the Contractor has had a contract terminated for default or cause. If so, the Contractor must submit full details, including the other party's name, address and telephone number.
	1.1 Is an explanation attached?
	2. Whether the Contractor has been assessed damages in excess of \$10,000.00, including liquidated damages, under any of its existing or past contracts with any organization (including any government entity). If so, the Contractor must provide complete details, including the name of the other organization, the reason for the damages and the amount for each incident.
	2.1 Is an explanation attached?
	3. Whether the Contractor was the subject of any governmental action limiting the right of the Contractor to do business with that entity or any other governmental entity.
	3.1 Is an explanation attached?
	4. Whether trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	4.1 Is an explanation attached?
	5. Whether the Contractor, or any officer of the Contractor, or any owner of a 20% interest or greater in the Contractor has filed bankruptcy, reorganization, a debt arrangement, moratorium or any proceeding under any bankruptcy or insolvency law or any dissolution or liquidation proceeding.
	5.1 Is an explanation attached?
	6. Whether the Contractor, any officer of the Contractor, or any owner of a 20% interest or greater in the Contractor has been convicted of a felony or is currently under indictment on any felony charge.
	6.1 Is an explanation attached?

If the answer to any item (1) through (6) is Yes, the Contractor must provide complete details about the matter. An explanation for each affirmative response should be attached and should clearly identify the question to which it responds. While an affirmative answer to any of these items will not automatically disqualify a Contractor from consideration, at the sole discretion of eTech Ohio, such an answer and a review of the background details may result in a rejection of the Contractor's RFP submission. eTech Ohio will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Contractor's performance on the Project, and the best interests of eTech Ohio.

ATTACHMENT THREE: CONTRACT EXECUTION FORM

A CONTRACT BETWEEN THE
eTECH OHIO COMMISSION AND

(CONTRACTOR)

THIS CONTRACT, which results from ETP100-2010, entitled Interactive Distance Learning Courses for the Pilot Program for EETT Grant Program is between the State of Ohio, through the eTech Ohio Commission ("the State"), located at 35 E. Chestnut Street, 8th Floor, Columbus, Ohio 43215 and _____ ("the Contractor"), located at _____, is effective as of the date of signature by eTech Ohio.

If this Request for Proposal (RFP) results in a contract award, the Contract will consist of this RFP including all attachments, written amendments to this RFP, the Contractor's proposal, and written, authorized amendments to the Contractor's proposal. It will also include any materials incorporated by reference in the above documents and any Change Orders issued under the Contract. The form of the Contract is this one-page attachment to the RFP, which incorporates by reference all the documents identified above. The General Terms and Conditions for the Contract are contained in the RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

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

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

This Contract has an effective date of the later of _____, 20____, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

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

CONTRACTOR STATE OF OHIO SERVICES eTECH OHIO COMMISSION

By: _____ By: _____
Name _____ Name _____
Title _____ Title _____
Date: _____ Date: _____

SAMPLE ONLY

ATTACHMENT 4: GOVERNMENT BUSINESS AND FUNDING FORM

***** FOR INSTRUCTIONAL USE ONLY *****

READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038). The Pre-certification form (HLS 0035) should only be completed if you are specifically instructed to do so by the agency or office requesting the form.
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol

- DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.**

***** FOR INSTRUCTIONAL USE ONLY *****

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division Web site for reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

LAST NAME		FIRST NAME		MIDDLE INITIAL
BUSINESS/ORGANIZATION NAME			PHONE	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No

2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No

4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No

5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No

6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
 Yes No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division Web site.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X _____

APPLICANT SIGNATURE

DATE

OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security

Terrorist Exclusion List
As of July 20, 2006

U.S. Department of State List of Designated Foreign Terrorist Organizations

1. Abu Nidal Organization (ANO)
2. Abu Sayyaf Group
3. Al-Aqsa Martyrs Brigade
4. Ansar al-Islam
5. Armed Islamic Group (GIA)
6. Asbat al-Ansar
7. Aum Shinrikyo
8. Basque Fatherland and Liberty (ETA)
9. Communist Party of the Philippines/New People's Army (CPP/NPA)
10. Continuity Irish Republican Army
11. Gama'a al-Islamiyya (Islamic Group)
12. HAMAS (Islamic Resistance Movement)
13. Harakat ul-Mujahidin (HUM)
14. Hizballah (Party of God)
15. Islamic Jihad Group
16. Islamic Movement of Uzbekistan (IMU)
17. Jaish-e-Mohammed (JEM) (Army of Mohammed)
18. Jemaah Islamiya organization (JI)
19. al-Jihad (Egyptian Islamic Jihad)
20. Kahane Chai (Kach)
21. Kongra-Gel (KKG, formerly Kurdistan Workers' Party, PKK, KADEK)
22. Lashkar-e Tayyiba (LT) (Army of the Righteous)
23. Lashkar i Jhangvi
24. Liberation Tigers of Tamil Eelam (LTTE)
25. Libyan Islamic Fighting Group (LIFG)
26. Moroccan Islamic Combatant Group (GICM)
27. Mujahedin-e Khalq Organization (MEK)
28. National Liberation Army (ELN)
29. Palestine Liberation Front (PLF)
30. Palestinian Islamic Jihad (PIJ)
31. Popular Front for the Liberation of Palestine (PFLF)
32. PFLP-General Command (PFLP-GC)
33. al-Qa'ida
34. Real IRA
35. Revolutionary Armed Forces of Colombia (FARC)
36. Revolutionary Nuclei (formerly ELA)
37. Revolutionary Organization 17 November
38. Revolutionary People's Liberation Party/Front (DHKP/C)
39. Salafist Group for Call and Combat (GSPC)
40. Shining Path (Sendero Luminoso, SL)
41. Tanzim Qa'idat al-Jihad fi Bilad al-Rafidayn (QJBR) (al-Qaida in Iraq) (formerly Jama'at al-Tawhid wa'al-Jihad, JTJ, al-Zarqawi Network)
42. United Self-Defense Forces of Colombia (AUC)

OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security
U.S. Department of State Terrorist Exclusion List

1. Afghan Support Committee (a.k.a. Ahya ul Turas; a.k.a. Jamiat Ayat-ur-Rhas al Islamia; a.k.a. Jamiat Ihya ul Turath al Islamia; a.k.a. Lajnat el Masa Eidatul Afghania)
2. Al Taqwa Trade, Property and Industry Company Ltd. (f.k.a. Al Taqwa Trade, Property and Industry; f.k.a. Al Taqwa Trade, Property and Industry Establishment; f.k.a. Himmat Establishment; a.k.a. Waldenberg, AG)
3. Al-Hamati Sweets Bakeries
4. Al-Ittihad al-Islami (AIAI)
5. Al-Manar
6. Al-Ma'unah
7. Al-Nur Honey Center
8. Al-Rashid Trust
9. Al-Shifa Honey Press for Industry and Commerce
10. Al-Wafa al-Igatha al-Islamia (a.k.a. Wafa Humanitarian Organization; a.k.a. Al Wafa; a.k.a. Al Wafa Organization)
11. Alex Boncayao Brigade (ABB)
12. Anarchist Faction for Overthrow
13. Army for the Liberation of Rwanda (ALIR) (a.k.a. Interahamwe, Former Armed Forces (EX-FAR))
14. Asbat al-Ansar
15. Babbar Khalsa International
16. Bank Al Taqwa Ltd. (a.k.a. Al Taqwa Bank; a.k.a. Bank Al Taqwa)
17. Black Star
18. Communist Party of Nepal (Maoist) (a.k.a. CPN(M); a.k.a. the United Revolutionary People's Council, a.k.a. the People's Liberation Army of Nepal)
19. Continuity Irish Republican Army (CIRA) (a.k.a. Continuity Army Council)
20. Darkazanli Company
21. Dhamat Houmet Daawa Salafia (a.k.a. Group Protectors of Salafist Preaching; a.k.a. Houmat Ed Daawa Es Salifiya; a.k.a. Katibat El Ahoual; a.k.a. Protectors of the Salafist Predication; a.k.a. El-Ahoual Battalion; a.k.a. Katibat El Ahouel; a.k.a. Houmate Ed-Daawa Es-Salafia; a.k.a. the Horror Squadron; a.k.a. Djamaat Houmat Eddawa Essalafia; a.k.a. Djamaatt Houmat Ed Daawa Es Salafiya; a.k.a. Salafist Call Protectors; a.k.a. Djamaat Houmat Ed Daawa Es Salafiya; a.k.a. Houmate el Da'awaa es-Salafiyya; a.k.a. Protectors of the Salafist Call; a.k.a. Houmat ed-Daaoua es-Salafia; a.k.a. Group of Supporters of the Salafiste Trend; a.k.a. Group of Supporters of the Salafist Trend)
22. Eastern Turkistan Islamic Movement (a.k.a. Eastern Turkistan Islamic Party; a.k.a. ETIM; a.k.a. ETIP)
23. First of October Antifascist Resistance Group (GRAPO) (a.k.a. Grupo de Resistencia Anti-Fascista Premero De Octubre)
24. Harakat ul Jihad i Islami (HUJI)
25. International Sikh Youth Federation
26. Islamic Army of Aden
27. Islamic Renewal and Reform Organization
28. Jamiat al-Ta'awun al-Islamiyya
29. Jamiat ul-Mujahideen (JUM)
30. Japanese Red Army (JRA)

OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security

31. Jaysh-e-Mohammed
32. Jayshullah
33. Jerusalem Warriors
34. Lashkar-e-Tayyiba (LET) (a.k.a. Army of the Righteous)
35. Libyan Islamic Fighting Group
36. Loyalist Volunteer Force (LVF)
37. Makhtab al-Khidmat
38. Moroccan Islamic Combatant Group (a.k.a. GICM; a.k.a. Groupe Islamique Combattant Marocain)
39. Nada Management Organization (f.k.a. Al Taqwa Management Organization SA)
40. New People's Army (NPA)
41. Orange Volunteers (OV)
42. People Against Gangsterism and Drugs (PAGAD)
43. Red Brigades-Combatant Communist Party (BR-PCC)
44. Red Hand Defenders (RHD)
45. Revival of Islamic Heritage Society (Pakistan and Afghanistan offices -- Kuwait office not designated) (a.k.a. Jamia Ihya ul Turath; a.k.a. Jamiat Ihia Al- Turath Al-Islamiya; a.k.a. Revival of Islamic Society Heritage on the African Continent)
46. Revolutionary Proletarian Nucleus
47. Revolutionary United Front (RUF)
48. Salafist Group for Call and Combat (GSPC)
49. The Allied Democratic Forces (ADF)
50. The Islamic International Brigade (a.k.a. International Battalion, a.k.a. Islamic Peacekeeping International Brigade, a.k.a. Peacekeeping Battalion, a.k.a. The International Brigade, a.k.a. The Islamic Peacekeeping Army, a.k.a. The Islamic Peacekeeping Brigade)
51. The Lord's Resistance Army (LRA)
52. The Pentagon Gang
53. The Riyadus-Salikhin Reconnaissance and Sabotage Battalion of Chechen Martyrs (a.k.a. Riyadus-Salikhin Reconnaissance and Sabotage Battalion, a.k.a. Riyadh-as-Saliheen, a.k.a. the Sabotage and Military Surveillance Group of the Riyadh al-Salihin Martyrs, a.k.a. Riyadus Salikhin Reconnaissance and Sabotage Battalion of Shahids (Martyrs))
54. The Special Purpose Islamic Regiment (a.k.a. the Islamic Special Purpose Regiment, a.k.a. the al-Jihad-Fisi-Sabilillah Special Islamic Regiment, a.k.a. Islamic Regiment of Special Meaning)
55. Tunisian Combat Group (a.k.a. GCT, a.k.a. Groupe Combattant Tunisien, a.k.a. Jama'a Combattante Tunisien, a.k.a. JCT; a.k.a. Tunisian Combatant Group)
56. Turkish Hizballah
57. Ulster Defense Association (a.k.a. Ulster Freedom Fighters)
58. Ummah Tameer E-Nau (UTN) (a.k.a. Foundation for Construction; a.k.a. Nation Building; a.k.a. Reconstruction Foundation; a.k.a. Reconstruction of the Islamic Community; a.k.a. Reconstruction of the Muslim Ummah; a.k.a. Ummah Tameer I-Nau; a.k.a. Ummah Tameer E-Nau; a.k.a. Ummah Tameer-I-Pau)
59. Youssef M. Nada & Co. Gesellschaft M.B.H.

U.S. Treasury Department's Designated Charities and Potential Fundraising Front Organizations for FTOs

1. Makhtab al-Khidamat / Al Kifah (formerly U.S.-based, Pakistan)
2. Al Rashid Trust (Pakistan)
3. WAFA Humanitarian Organization (Pakistan, Saudi Arabia, Kuwait, United Arab Emirates)
4. Rabita Trust (Pakistan)
5. Ummah Tameer E-Nau (Pakistan)
6. Revival of Islamic Heritage Society - Pakistan and Afghanistan Branches (Kuwait, Afghanistan, Pakistan)
7. Afghan Support Committee (Afghanistan, Pakistan)
8. Al Haramain Foundation (Indonesia, Kenya, Pakistan, Tanzania, Bosnia, Somalia, Bangladesh, Afghanistan, Albania, Ethiopia, Netherlands, Comoros Islands, and United States branches)
9. Aid Organization of the Ulema (Pakistan)
10. Global Relief Foundation (United States)
11. Benevolence International Foundation (United States):
12. Benevolence International Fund (Canada)
13. Bosanska Idealna Futura (Bosnia)
14. Stichting Benevolence International Nederland (Netherlands)
15. Lajnat al Daawa al Islamiyya (Kuwait, Pakistan, Afghanistan)
16. Al Akhtar Trust (Pakistan)
17. Taibah International (Bosnia)
18. Al Haramain & Al Masjed Al Aqsa Charity Foundation (Bosnia)
19. Al Furqan (Bosnia)
20. Islamic African Relief Agency (IARA) / Islamic Relief Agency (ISRA) (Sudan, United States and 40 other branches throughout the world)
21. The Holy Land Foundation for Relief and Development (United States)
22. Al Aqsa Foundation (United States, Europe, Pakistan, Yemen, South Africa)
23. Comité de Bienfaisance et de Secours aux Palestiniens (France)
24. Association de Secours Palestinien (Switzerland)
25. Interpal (Palestinian Relief & Development Fund) (United Kingdom)
26. Palestinian Association in Austria (Austria)
27. Sanibil Association for Relief and Development (Lebanon)
28. Elehssan Society (Palestinian territories)
29. Aleph (Aum Shinrikyo/Aum Supreme Truth)
30. Rabbi Meir David Kahane Memorial Fund (Kahane Chai and Kach) American Friends of the United Yeshiva (Kahane Chai and Kach) American Friends of Yeshivat Rav Meir (Kahane Chai and Kach) Friends of the Jewish Idea Yeshiva (Kahane Chai and Kach)
31. Irish Republican Prisoners Welfare Association (Real IRA)
32. Socorro Popular Del Peru/People's Aid of Peru (Sendero Luminoso/Shining Path)

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ATTACHMENT 5: VENDOR INFORMATION FORM

**INSTRUCTIONS FOR COMPLETING THE VENDOR INFORMATION FORM
(OBM-3456-(Rev 08/20/07))**

OVERALL

- A. Check "New" to register as a vendor and to do business with the State of Ohio.
- B. Check "W-9 Attached" to confirm that a completed IRS Form W-9 (revised November, 2005 or later) is attached. This is required for all new vendors. Use the Vendor Information Change Form (OBM-3457) to make changes to the vendor information as it currently exists in OAKS.
- C. This form needs to be completed by the vendor and only reviewed by the agency.
- D. Whenever possible please have the vendor complete the original form from the OBM Website. This will help to eliminate an unreadable form being faxed. The form is under the Vendor Forms Section on the OBM website at: <http://www.obm.ohio.gov/forms/OAKS.asp>.
- E. Enter your company's Federal Tax Identification number or your Social Security number if you, as an individual are participating.

SECTION 1

- A. The Vendor Legal Business Name should match the name on the W-9.
- B. If the vendor has multiple subsidiaries doing business with the agency, then attach the needed information per subsidiary on a separate sheet. (i.e. If the subsidiary has a different remittance information or business location, then that information should be listed for each subsidiary company on a separate sheet of paper. If all subsidiaries have the same information but just different business names, then just list the different business names on an attached sheet if extra space is needed.)
- C. The Business Entity and Taxpayer ID# should be the same as listed for the IRS on the W-9 Form. Enter your company's Federal Tax Identification number or your Social Security number if you, as an individual are participating.

SECTION 2

- A. Vendor Address is the physical location of the business.
- B. Complete "Contact Information" for the business.

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Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do NOT
 send to the IRS.**

Please print or type	Name (If a joint account or you changed your name, see Specific Instructions on page 2.)	
	Business name, if different from above. (See Specific Instructions on page 2.)	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	
	City, state, and ZIP code	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2. Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
<input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>
OR
Employer identification number
<input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>

List account number(s) here (optional)

Part 11 For Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature ▶	Date ▶
------------------	-------------	--------

Purpose of form. A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9, if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

If you are a foreign person, IRS prefers you use a Form W-8 (certificate of foreign status). After December 31, 2000, foreign persons **must** use an appropriate Form W-8.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is *substantially similar* to this Form W-9.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31 % of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive **will** be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part 11 instructions and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. You must enter your **individual** name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the **business name** line.

Other entities. Enter your business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

Part I-Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

Note: Writing "Applied For" means that you have already applied for a TIN OR that you intend to apply for one soon.

Part II-For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part 1, write "Exempt" in Part 11, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed Form W-8 (certification of foreign status).

Part III-Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments, IRA or MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to

persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31 % of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account †
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor †
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee †
b. So-called trust account that is not a legal or valid trust under state law	The actual owner †
5. Sole proprietorship	The owner †
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner †
7. A valid trust, estate, or pension trust	Legal entity †
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

† List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

† Circle the minor's name and furnish the minor's SSN-

† You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

† List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.