Request for Proposal
Northwest State Community College (“NSCC”) invites your written proposal for selection of Independent Third Party Program Evaluator, under the Trade Adjustment Assistance Community College Career Training Grant (TAACCCT), Round 4.

**Project name:** TAACCCT Third Party Evaluator Project
Northwest State Community College, Archbold, Ohio

**Instructions:** Written proposals for providing the services in this RFP should be submitted to:
Todd Hernandez
Vice President for Innovation, Northwest State Community College
22600 State Route 34,
Archbold, Ohio 43537.

**Proposals must be received by 5:00 P.M. on February 9, 2014.** NSCC reserves the right to invite those responding to this RFP to make a presentation. NSCC reserves the right to reject any and all proposals.

**Statement of Purpose:** NSCC in Archbold, Ohio, was awarded an advanced manufacturing educational grant #TC-26481-14-60-A-39, under the federal Trade Adjustment Assistance Community College and Career Training TAACCCT Round 4 grant sponsored by the U.S. Department of Labor (US DOL) Employment and Training Administration effective October 1, 2014, and is seeking an independent third-party evaluator in accordance with the requirements of the grant, for the evaluation period of October 1, 2014, through September 30th 2018. The original solicitation for Grant Applications is available here: [http://www.doleta.gov/grants/pdf/SGA-DFA-PY-13-10.pdf](http://www.doleta.gov/grants/pdf/SGA-DFA-PY-13-10.pdf)

The objective is to develop and implement a mixed-method evaluation design including an outcome analysis, a formal implementation analysis, and a systematic review of evaluation findings to better understand the TAACCCT grant program.

**Background:** The U.S. Department of Labor (DOL) has awarded up to $500 million in grant funds for the TAACCCT grant program. The TAACCCT grant provides community colleges and other eligible institutions of higher education with funds to expand and improve their ability to deliver education and career training programs that can be completed in two years or less, are suited for workers who are eligible for training under the Trade Adjustment Assistance for Workers program and prepare program participants for employment in high-wage, high-skill occupations. The targeted population of this program is workers who have lost their jobs or are threatened with job loss as a result of foreign trade. NSCC is an open enrollment institution that offers 70 certificate and associate degree programs, including technical and transfer programs. The college serves a six-county district with a population of approximately 175,000 and has its main campus in Archbold, located in Henry County, while serving Defiance, Fulton,
Henry, Paulding, Van Wert and Williams Counties
NSCC grant proposal that focuses on the Advanced Manufacturing Career Pathway training. Under the $2.4 million TAACCCT grant, NSCC will work with local manufacturers as part of a well-designed employer engagement process, NSCC will develop competency based education and simulation training opportunities. The college will move the Industrial Technology courses and programs to a “Competency-Based Education” method of instruction, as well to a hybrid course format (Lecture moved to Online, and Hands-on instruction when coming to campus), in an effort to increase quality, and reduce the time to completion. NSCC will work with local employers to develop the required competencies that will require students to demonstrate skill required in a manufacturing environment. NSCC will utilize technology to enhance student learning by creating a virtual PC/PLC farm, that will allow students to access specialized software on a 24/7 basis. NAM certifications will be embedded into certain courses within the program. Short-term credit certificates will be created that will have a career pathway to an Associate degree, and then to the University level. A Prior Learning Assessment (PLA) process will be setup that will possibly allow the experienced student to receive credit for some of the technical courses.

**RFP General Conditions**

**Schedule of RFP Events Action:**

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Due Date/Time (EST):</th>
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<tbody>
<tr>
<td>NSCC issues RFP</td>
<td>January 22, 2015</td>
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<tr>
<td>Proposer Questions Due</td>
<td>January 28, 2015 (EOD)</td>
</tr>
<tr>
<td>RFP Responses Due</td>
<td>February 9, 2014 5 P.M. (EOD)</td>
</tr>
<tr>
<td>Notification of Award</td>
<td>February 16, 2014</td>
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**Proposer Questions:** Questions should be sent to Tom Wylie, Associate VP of Special Projects via email with subject TAACCCT Proposal Questions to twylie@Northweststate.edu by January 28, 2015. All questions will be answered within two business days.

**Scope of Services:** The DOL TAACCCT grant solicitation requires applicants to submit a program evaluation plan and evaluation budget narrative for an independent third party evaluation of the proposed project. To assist in the development of this part of the proposal, the successful RFP will agree to and provide the following items:

- Coordinate with College program personnel during development of the evaluation plan, budget and budget narrative.
- Develop an evaluation plan that is consistent with project goals and that comply with federal regulations and TAACCCT review criteria for program evaluation, including a rigorous, quantitative analysis of impact on participants through random assignment experimental design.
- Provide assistance in determining data tracking and collection needs, setting appropriate and measurable outcome projections and measures, and a plan for using data for continuous improvement and effectiveness across the consortium.
- Provide information about best practice approaches, current research, and evaluation plans included in projects awarded during Round 1-Round 3 of the TAACCCT
grant program and incorporate into the evaluation plan as appropriate.

- Conduct review of the colleges work plan to assure the evaluation plan is consistent with and appropriate for the proposed project.
- Prepare and submit the evaluation plan, budget and budget narrative to the College in the format required by USDOL and/or the College for review and approval by the College for submission to USDOL.
- Work in cooperation with the Colleges faculty and staff as well as key partners to implement the approved evaluation plan, including, but not limited to, data collection, analysis and reporting.
- Comply with regulations for the use of confidential information.
- Meet all funder requirements for the period of performance and approved timeline as it relates to project evaluation.
- Provide assistance with or preparation of interim and annual performance reports required by the funding agency.
- Provide assistance with preparation for project site visits and/or audits that may occur during or after the project period.
- Provide unlimited telephone, fax, email, videoconferencing and onsite consultations concerning evaluation of the grant project.
- Provide consultation regarding the status of the project, including addressing barriers to progress toward objectives.
- To develop and implement a mixed-method evaluation design including an outcome analysis, a formal implementation analysis, and a systematic review of evaluation findings to better understand the TAACCCT grants program.

In broad terms, the evaluator will support the operation and implementation of the grant by:
1) Analyzing progress against strategy implementation.
2) Providing evaluation of deliverables produced under the grant to date.
3) Assessing student outcomes.
4) Developing evaluation reports that provide recommendations for adjustments and improvements to programs.
5) Ensuring Northwest State Community College is in compliance with mandatory reporting requirements.
6) Participate in evaluator webinars including TAACCCT evaluator online community of practice.
7) Attend evaluation conferences offered by DOL in Washington, DC.

**Evaluators Qualifications:** The evaluator must have extensive knowledge of high quality project research, principles and methodologies; experience with data collection and analysis; demonstrated expertise in conducting same of similar federally funded grants as described herein; knowledge of postsecondary education; experience assessing student academic success; and the ability to evaluate and produce the required reports for DOL TAACCCT grant.

**Other Requirements:** The evaluator shall foster collaboration and evaluation relevance. The external evaluator shall be expected to meet with NSCC faculty, staff and key stakeholders, including advisory boards, curriculum committees and Board of Directors.
periodically. Presentations to various groups will be made as necessary. The evaluator shall also collaborate with external organizations such as state agencies, including political state representatives as required.

**Contract Performance Period:** The period of performance for the Third Party Evaluator will be at least from October 1, 2014 to September 30, 2018. Applicants should note that USDOL may award no-cost extensions for additional periods of time; in this event, the period of performance for the Third Party Evaluator and all other grant implementers will be extended for the length of the extension(s). Proposed timeline:

<table>
<thead>
<tr>
<th>Report</th>
<th>Projected Delivery Date</th>
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<tbody>
<tr>
<td>Evaluation Design</td>
<td>30 days after selection</td>
</tr>
<tr>
<td>1st interim report</td>
<td>March 31, 2016</td>
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<tr>
<td>2nd interim report</td>
<td>March 31, 2017</td>
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<tr>
<td>Final report</td>
<td>September 30, 2018</td>
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Northwest States grantee selection of an independent third-party evaluator will encompass multiple evaluation components including comparison cohorts, an outcomes study, and a process/implementation study as well as the expectation that the evaluator be considered a participating member of the project team in order to continually review the process, timelines and offer constructive feedback. The evaluator will be expected to incorporate successful components of the original Evaluation Plan that was submitted as part of the grant application where applicable when responding to the RFP. The selected evaluator will be expected to work with the project team immediately to develop a new Evaluation Plan, to be submitted to USDOL addressing the areas of concern identified by USDOL in feedback regarding the evaluation.

**STATEMENT OF WORK:** The consultant awarded this contract shall perform the tasks and sub-tasks listed below:

**Task 1: Design:** The first month of the project will be devoted to understanding Northwest States’ programs progress to date and developing the evaluation strategy plans for the remainder of the grant.

**Task 1.1: Conduct start-up Meetings:** Start-up meetings will be conducted between the TAACCCT grant management team, fiscal agent and systems office grant personnel to discuss the project, priorities for the evaluation, methods and sources of data collection, timelines, expectations, etc.

**Task 1.2.a: Conduct College Information-Gathering Sessions:** The evaluator will conduct a site visit to the college for the purpose of understanding the schools advanced manufacturing concentration, curriculum and measurable outcomes and deliverables under the grant. The visits may also include meeting with primary area business partners.

**Task 1.2.b: Start-Up Meeting Report:** The evaluator will provide a summary of project understandings and agreements to Clark States TAACCCT grant management team.

**Task 1.2.c:** Conduct site visits throughout the life of the project as necessary to gather, analyze and utilize data.

**Task 1.3: Prepare a Design Report:** The evaluator will prepare a brief Design report to describe a detailed strategy for carrying out the project activities. This will be submitted to the grant management team and be revised as necessary based on the management
teams comments or to accommodate additional data collection needs.

**Task 2: Data Collection:** Data will be collected from multiple stakeholders involved in the programs to triangulate the findings.

**Task 3: Analysis and Reporting:**
1) The evaluator will be expected to assure compliance with mandatory reporting requirements. **Note:** The final report at the end of the evaluation period should include: executive summary, evaluation methodology, summary of program, presentation of formative and summative results (including a mix of graphic data representations and narrative explanations of findings, with an emphasis on outcomes, comparisons and observations), conclusions and implications and recommendations for future research.
2) Make presentations as required to a variety of faculty, partners and stakeholders to communicate and explain useful data results in alignment with grant deliverables.
3) Prepare a narrative and data analysis that assesses and draws conclusions about the efficacy of the program strategies as they impact employment outcomes for project participants.
4) Prepare all required reports in a format that follows requirements.
5) Support the evaluation design and implementation process during any DOL monitoring visits.

**Task 4: Deliverables Review:** Conduct reviews of the deliverables produced through the grant to include: articulation agreements, IT performance improvements, system enhancements, statewide marketing efforts, common and fully transferable credit-bearing courses, common core manufacturing competencies, efficiencies of scale, career pathways, curricula, course materials, teacher guides, and other products developed with grant funds.

**RFP EVALUATION AND REVIEW CRITERIA:**

**RFP Primary Categories**
Please use the following category headings in response to the RFP:

1) **General Qualifications (10 pts)**
   - Demonstrate ability to evaluate a project of this size, scope, and budget by providing past performance information for similar projects using non-random comparison cohorts.
   - Demonstrate ability to manage multiple reporting systems, including development of any data sharing agreements, and ensuring the necessary data collection adheres to the strict confidentiality requirements and is secure.
   - Provide a single point of contact that has experience in leading an evaluation team with proven experience in evaluation of US DOL grants and/or other similar federally funded grants, TAACCCT evaluation experience will be a plus.
   - Must participate as a member of the project team, providing guidance and making recommendations for changes.
   - Demonstrate adaptability and be flexible in a constantly changing environment.
   - Document ability to develop evaluation design plans, choose the appropriate type of evaluation rigor for a non-random assignment evaluation, create and implement data collection and sampling plans, conduct analyses, write reports, and disseminate results.
• Identify other areas of evaluation that may be critical to success of the grant, e.g. adjustments to the implementation timeline, changes to program design.
• Identify number of employees that hold Masters and/or PhD in statistics or other relevant fields (to determine continuity and sustainability during the grant period).
• Ability to observe on site at NSCC main campus and remote sites, for at least 4 times per year during the duration of the grant.
• Location of home office of the Third-Party evaluator to be within 150 miles of the NSCC main campus a plus.

2) **Respondents Background and Experience (20 points)**

• Provide an overview of organizations background, including contact person’s name, e-mail, and phone number; website address, years of operation, size of the firms, and incorporation status.
• Document ability to develop evaluation design plans, choose the appropriate type of evaluation rigor for a non-random assignment evaluation, create and implement data collection and sampling plans, conduct analyses, write reports, and disseminate results.
• Identify other areas of evaluation that may be critical to success of the grant, e.g. adjustments to the implementation timeline, changes to program design.
• List the qualifications of the firm(s) to perform the work requested. Identify and provide a description and qualifications of any subcontractors to be used.
• Provide detailed information about your experience with community colleges research projects, grants, and data collection, evaluation and analysis. Include any relevant experience with DOL and TAACCCT grants. Include information about your capacity to complete the Statement of Work, including your ability to manage the research, fiscal, collaboration, and administrative aspects of the Third Party Evaluators role. Include a minimum of 3 professional references with direct experience with the respondents’ services.
• Provide detailed information about your experience using the Ohio Workforce Case Management System (OWCMS).
• Provide detailed information about your expertise in data collection methods and instrument development.
• Provide detailed experience in carrying out evaluations of workforce development training programs and sector strategies.
• Provide detailed information on your experience in quantitative analysis, including:
  * Experimental design including quasi-experimental design and treatment and comparison groups and using propensity scores
  * Predictive modeling and statistical methods for comparative studies such as multivariate matching, standardization and stratification, analysis of covariance, logic analysis, and log linear analysis
  * Sampling methodology and protocols
  * Power analysis and the ability to determine effect sizes
  * The risk and treatment of attrition
  * The ability to facilitate collaborative interaction design projects and to establish viable research question
3) **Evaluation Strategy (40 points)**

- Submit a detailed plan, including specific timelines, for accomplishing each of the tasks outlined in the Statement of Work of this RFP. Scoring on this criterion will be based on the extent to which the applicant presents a clear strategy and related deliverables, outlines timelines and demonstrates an understanding of the scope of the Third party Evaluators role.

- This strategy should indicate an understanding of the programs goals, as well as those of the TAACCCT program. The respondent should be able to show an integrated strategy for assessing the program relative to its goals and identify the key elements that the evaluation will explore, assess, and analyze. Outcomes Projections for each of the nine outcomes are shown in Table 1 below. These outcomes are subject to change, pending approval from USDOL.

**I AM iSTAR Outcome Measures**

1. **Total Unique Participants Served:** Cumulative total number of individuals entering any of the grant-funded programs offered.
   - Year 1: 55, Year 2: 110, Year 3: 155

2. **Total Number of Participants Completing a TAACCCT-Funded Program Study:** Number of unique participants having earned all of the credit hours (formal award units) needed for the award of a degree or certificate in any grand-funded program.
   - Year 1: 8, Year 2: 100, Year 3: 132

3. **Total Number of Participants Still Retained in Their Program of Study or Other TAACCCT-Funded Program:** Number of unique participants enrolled who did not complete and are still enrolled in a grant-funded program of study.
   - Year 1: 50, Year 2: 45, Year 3: 29

4. **Total Number of Participants Completing Credit Hours:** Total number of students enrolled that have completed any number of credit hours to date.
   - Year 1: 15, Year 2: 121, Year 3: 122

5. **Total number of Participants Earning Credentials:** Total number of participants completing degrees and certificates in grant-funded programs of study.
   - Year 1: 15, Year 2: 121, Year 3: 122

6. **Total number of Participants Enrolled in Further Education:** After TAACCCT-funded Program of Study Completion Total number of students who complete a grant-funded program of study and enter another program of study.
   - Year 1: 0, Year 2: 11, Year 3: 15, Year 4: 15
7. **Total Number of Participants Employed After TAACCCT-funded Program of Study completion**: Total number of students (non-incumbent workers only) who completed a grant-funded program of study entering employment in the quarter after the quarter of program exit.
   Year 1: 0, Year 2: 26, Year 3: 49, Year 4: 40

8. **Total Number of Participants Retained in Employment After Program of Study Completion**: Total number of students (non-incumbent workers only) who completed a grant-funded program of study entering employment in the quarter after the quarter of program exit who retain employment in the second and third quarters after program exit.
   Year 1: 0, Year 2: 12, Year 3: 37, Year 4: 40

9. **Total Number of Participants Employed at Enrollment Who Received a Wage Increase Post-Enrollment**: Total number of students who are incumbent workers and who enrolled in a grant-funded program of study who received an increase in wages after enrollment.
   Year 1: 0, Year 2: 8, Year 3: 30, Year 4: 40

- Choose from cohort groups such as those accessing resources funded and developed with TAACCCT funding versus non-TAACCCT funded students in all areas of the stackable credential model in the technical proposal. Potential cohorts may come from existing programs at the schools or specific population groups within the grant including individuals that will now have access to state of the art online training (versus those in the classroom) or access to case management provided by the TAACCCT grant (versus those that do not have access to these services).
- Provide a detailed implementation timeline, building on the successful elements of the original evaluation plan submitted to USDOL, and including the development and submission of a new evaluation plan to completion of the grant.
- Include other areas of potential evaluation including ongoing grant implementation, timeline of deliverables, design and curriculum development, delivery methods (online versus classroom), participation of veterans and TAA-eligible individuals, and relationships between training providers.

4) **Management and Staffing Plan (10 points)**
- Identify and explain sufficient personnel that will work within the specified time constraints and to maintain necessary performance levels. Please also identify any planned use of subcontractors or independent contractors.
- Identify who within the firm will have prime responsibility and final authority for the work.
- Identify other individuals providing services on the project and provide resumes of the named staff, which include information on the individuals particular skills related to this project, education, experience, significant accomplishments and any other pertinent information.
5) **Budget (20 points):** Provide the total amount required to perform the duties and fulfill the Statement of Work, and describe in detail the amount required for each of the items listed below. Attach budget documents as needed. Also include a budget narrative that provides a description of costs associated with each of the following items:
   a) Staffing, listed by position (use of graduate assistants or students listed separately) and percent of full time equivalents
   b) Daily/hourly rates for consultants, associates or subcontractors
   c) Fringe benefits
   d) Travel
   e) Supplies/materials
   f) Indirect Costs

The cost for evaluation of the Northwest State Community College TAACCCT Grant will not exceed $203,095 for the time period estimated to start on October 1, 2014 to September 30, 2018. The respondent must submit a detailed budget and budget narrative that describes the fees associated with services and requirements of the project including categories listed below at a minimum. The budget must be split by year for each of the four years of implementation. This RFP does not commit NSCC to pay any cost incurred in the preparation and submission of any response to the RFP.

A Third-Party Evaluator Procurement Plan, including revised outcomes as displayed in Table 1 above, was submitted to USDOL for approval. Any and all items contained in this RFP are subject to change pending USDOLs response. Any impact on pricing will be renegotiated with the successful bidder.

While the evaluation component is a multi-year commitment, reimbursements will be made solely based on actual expenditures, and itemized lists of reimbursement charges must accompany all invoices. Contractual arrangements will be on an annual basis dependent upon continued funding from the USDOL. Contract may be canceled at any time based on funding availability and responder performance.

**Assurances:** The RFP will include assurances from the evaluator that they will follow NSCC policies and procedures, USDOL requirements, applicable laws, and confidentiality requirements. Staff, if at all directly working with students, will provide proof of all required background checks and clearances.

**Appendix Supplemental Information:** An optional appendix may include materials that illustrate or expand on the respondent’s experience, including examples of reports for similar projects, newsletters, press releases, or other related materials useful for evaluation of the response.

**Final Selection:** A Proposal Evaluation Team, appropriate to the scope and nature of the RFP, will evaluate each Technical Proposal that appears responsive to the RFP based on the evaluation categories and maximum points designated under Proposal Requirements.

The proposal evaluation process is designed to award the Contract not necessarily to the respondent of least cost, but rather to the respondent with the best combination of attributes based upon the evaluation criteria.

NSCC reserves the right, at its sole discretion, to request respondent clarification of a Technical Proposal or to conduct clarification discussions with any or all respondents. Any such clarification or discussion shall be limited to specific sections of the proposal identified by NSCC. The subject respondent shall put any resulting clarification in
writing as may be required by NSCC.
The respondent with the apparent best-evaluated proposal must sign and return a Professional Services Agreement written by NSCC pursuant to this RFP no later February 20, 2015. If the respondent fails to provide the signed Agreement by the deadline, NSCC may determine that the respondent is non-responsive to the terms of this RFP and reject the proposal. If NSCC determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal, the remaining responsive Cost Proposals will be reviewed to determine the new apparent best-evaluated proposal.

**Reporting Process and Frequency:** The selected evaluator will be required to maintain up to date project plans for the duration of the contract. The project work plan is expected to be revised throughout the life of the project. Status reports must be submitted on a monthly basis to NSCC (contact to be provided when contract awarded). The frequency of status meetings, preferably via conference call, will be established after contract awarded.

**NORTHWEST STATE COMMUNITY COLLEGE - BID INSTRUCTIONS AND INFORMATION**
1. Bids, in order to receive consideration, must be received no later than the date and time specified.

2. All prices must be firm. Check your bid carefully for it may not be corrected after the bids have been opened. Bidder will be expected to deliver on order(s) at prices stated.

3. Northwest State Community College is an Agency of the State of Ohio and is exempt from Ohio Sales Tax and Federal Excise Tax, including Federal Transportation Tax. Exemption certificates will be furnished upon request.

4. No bid will be accepted that is not dated and signed in the spaces provided. Your bid will be considered only if the Request is dated and signed by the Bidder and returned as an enclosure with other documents which may be submitted by the Bidder. Any bid which does not include prices, terms, FOB Destination, bid number and date, and delivery date may be considered incomplete.

5. It is understood that Bidder, if awarded a contract, agrees to protect, defend, and hold harmless NSCC from any suits or demands for payment that may be brought against it for use of any patented material, process, article, or device that may enter into the manufacture or construction, or from a part of the works covered by either order or contract.

6. NSCC reserves the right to reject any, or all, bids, combination of items, or lot, and to waive informalities not inconsistent with law.

7. Bids submitted in response to the Request are considered informal and will not be read at public opening; however, information may be obtained at any time after bids have been tabulated and evaluated. Verbal or written request for bid results must include the bid number.
Compliance with Federal, State, and Local Laws: Bidder warrants that in submitting his/her bid and in the performance of any award, Bidder is in compliance with all applicable Federal, State, and Local Laws and all lawful orders, rules, and regulations thereunder. Contractor warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code 9.24. If the warranty is deemed to be false, the Contract is void ab initio and the Contractor must immediately repay to the State any funds paid under this Contract. Bidder hereby represents and warrants to College that it has not provided any material assistance, as that term is defined in R.C. 2909.33(C), to any organization identified by, and included on, the United States Department of State Terrorist Exclusion List.

In compliance with Federal/State laws and regulations and the policies of NSCC, Bidder agrees not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, sex, age, handicap, political affiliation or other non-job related factors. Bidder further agrees that every subcontract or order given for the supplying of this order will contain a provision requiring non-discrimination in employment, as herein specified. This covenant of non-discrimination constitutes a material condition of the Request and bid. Failure to comply will result in rejection of any bid or, in the case of an award, will constitute a material breach of the contract.

ADDENDUM
TO ______________________
BETWEEN
NORTHWEST STATE COMMUNITY COLLEGE AND
NAME OF VENDOR

THIS ADDENDUM (this Addendum) is entered into effective upon the execution of the Title Of Contract (as amended, supplemented or modified, including by this Addendum, the Agreement) between Northwest State Community College a state community college, 22600 State Route 34, Archbold, Ohio 43537 and Vendor (Vendor), Address, City, State, Zip.

WHEREAS, College and Vendor have entered into the Agreement; and
WHEREAS, College and Vendor wish to amend and supplement certain terms of the Agreement; and

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I: CERTIFICATION OF FUNDS
1.1 It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in the Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code (R.C.), including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio or Colleges Board of Trustees, or in the event that grant funds are used, until such time that College gives Vendor written notice that such funds have been made available to College by Colleges funding source.
1.2 The Agreement is contingent upon the College treasurer’s certification that sufficient appropriated funds are available as required pursuant to R.C. 3358.06.
1.3 College shall pay Vendor no more than $203,095.00 for the work performed pursuant to the Agreement (the Work).

ARTICLE II: CONTRACT DURATION
2.1 The Agreement shall expire no later than September 30, 2018.

ARTICLE III: PUBLIC RECORDS AND CONFIDENTIALITY
3.1 It is expressly understood by the parties that College is subject to the Ohio Public Records Act, R.C.149.43, et seq., and that any record kept by College that is deemed a public record is subject to release if a proper request is made.
3.2 Vendor may identify in writing information shared with College that it considers to be confidential and exempt from disclosure under the Ohio Public Records Act (the Identified Information). If College receives any request for the disclosure of Identified Information, College shall promptly notify Vendor of such requests so that Vendor may have the opportunity, within a reasonable period of time, to determine what information, if any, may be protected by applicable law, and to seek appropriate legal action, including injunctive relief, to prevent disclosure of the Identified Information.

ARTICLE IV: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE
4.1 College shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Vendor pursuant to the Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Vendor by College shall be subject to copyright by Vendor in the United States or any other country.
4.2 Vendor agrees that all original works created under the Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by College. Any requests for distribution received by Vendor shall be promptly referred to College.

ARTICLE V: RECORD KEEPING
5.1 During performance of the Agreement and for a period of three (3) years after its completion, Vendor shall maintain auditable records of all charges pertaining to the Agreement and shall make such records available to College as College may reasonably require.

ARTICLE VI: VENDOR REPRESENTATIONS AND WARRANTIES
6.1 COMPLIANCE WITH LAWS. Vendor, in the execution of its duties and obligations under the Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
6.2 DRUG FREE WORKPLACE. Vendor agrees to 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 none of its employees or permitted subcontractors engaged in the Work purchase, transfer, and use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
6.3 NONDISCRIMINATION OF EMPLOYMENT. Vendor agrees that Vendor, any subcontractor, and any person acting on behalf of Vendor or a subcontractor, shall not discriminate, by reason of race, color, sex, gender, ethnicity, religion, national origin, sexual orientation, ancestry, age, marital status, veteran status, socio-economic status, or
physical or mental disability and any other protected group status as defined by law or College policy in its educational programs, activities, admissions, or employment practices as required by Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and other applicable statutes in the employment of any person qualified and available to perform the Work. Vendor further agrees that Vendor, any subcontractor, and any person acting on behalf of Vendor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Work by reason of race, color, sex, gender, ethnicity, religion, national origin, sexual orientation, ancestry, age, marital status, veteran status, socio-economic status, or physical or mental disability and any other protected group status as defined by law or College policy in its educational programs, activities, admissions, or employment practices as required by Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and other applicable statutes.

6.4 CONFLICTS OF INTEREST. No personnel of Vendor who exercise any functions or responsibilities in connection with the review or approval of the Agreement or carrying out of any of the Work shall, prior to the completion of the Work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the Work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of the Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to College in writing. Thereafter, he or she shall not participate in any action affecting the Work, unless College shall determine in its sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

6.5 ETHICS COMPLIANCE. Vendor represents warrants and certifies that it and its employees engaged in the administration or performance of the Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Vendor further represents, warrants, and certifies that neither Vendor nor any of its employees will do any act that is inconsistent with such laws.

6.6 QUALIFICATIONS TO DO BUSINESS. Vendor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of the Agreement Vendor, for any reason, becomes disqualified from conducting business in the State of Ohio, Vendor will immediately notify College in writing and will immediately cease performance of the Work.

6.7 CAMPAIGN CONTRIBUTIONS. Vendor hereby certifies that neither Vendor nor any of Vendors partners, officers, directors or shareholders, nor the spouse of any such person, has made contributions in excess of the limitations specified in R.C. 3517.13.

6.8 FINDINGS FOR RECOVERY. Vendor warrants that it is not subject to an unresolved finding for recovery under R.C. 9.24.

6.9 DEBARMENT. Vendor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25.

6.10 Intentionally deleted.
6.11 OHIO RETIREMENT SYSTEM RETIRANT. If Vendor is a PERS retirant, as such term is defined by R.C. 145.38, Vendor shall notify College of such status in writing prior to the commencement of Work. Notices pursuant to this Paragraph shall be sent to College's Director of Human Resources at 22600 State Route 34, Archbold, Ohio 43502. College shall not be responsible for any changes to Vendor's retirement benefits that may result from entering into the Agreement.

6.12 NO EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES. Vendor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of the Agreement. Notwithstanding any other terms of the Agreement, College reserves the right to recover any funds paid for services Vendor performs outside of the United States for which it did not receive a waiver. College does not waive any other rights and remedies provided College in the Agreement or this Addendum.

6.13 CONFIDENTIALITY OF EDUCATIONAL RECORDS. Vendor understands that it may, pursuant to the Agreement, generate or otherwise be in possession of confidential education records regarding College's students, and that these records are protected by federal law including, inter alia, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C.A. 1232g. Vendor further understands that it may not share or disclose these education records with any party other than College, without both College and the relevant student's consent.

6.14 REPAYMENT. If the representations and warranties in Sections 6.8, 6.9 or 6.10 hereof are found to be false, the Agreement is void ab initio and Vendor shall immediately repay to College any funds paid under the Agreement.

ARTICLE VII: MISCELLANEOUS

7.1 CONTROLLING LAW. The Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Vendor consents to jurisdiction in a court of proper jurisdiction in Henry County, Ohio.

7.2 SURVIVAL. The provisions of Articles III, IV and V hereof shall survive the termination or expiration of the Agreement.

7.3 SUCCESSORS AND ASSIGNS. Neither the Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Vendor, without the prior written consent of College.

7.4 HEADINGS. The headings in the Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of the Agreement.

7.5 SEVERABILITY. The provisions of the Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

7.6 ENTIRE AGREEMENT. The Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. The Agreement supersedes any and all previous agreements for the Work, whether written or oral, between the parties.

7.7 EXECUTION. The Agreement is not binding upon College unless this Addendum is executed in full, and is effective as of the last date of signature by College.
7.8 COUNTERPARTS. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

7.9 FACSIMILE SIGNATURES. Any party hereto may deliver a copy of its counterpart signature page to this Addendum via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

7.10 CONFLICT. In the event of conflict between the terms and conditions of this Addendum and the remainder of the Agreement, the terms and conditions of this Addendum shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized officers, as of the date of the execution of the Agreement.

VENDOR NAME: NORTHWEST STATE COMMUNITY COLLEGE

By: __

By: __

Name: _____

Name: _____

Title: _

Title: _

Date: ______

Date: __

Treasurer Certification:

The signature below certifies that the amount required to meet the obligation in the fiscal year in which the contract is made has been lawfully appropriated for such purpose, and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

By: ______________________

Name: ______________________

Title: ______________________
Date: ______________________

People at Northwest State Community College