



**Ted Strickland**, Governor  
**Eric D. Fingerhut**, Chancellor

**Board of Regents**

University System of Ohio

# **Distance Learning Clearinghouse**

## **Request for Proposals (RFP)**

Fiscal Year 2010, 2011

- **RFP Release Date – November 9, 2009**
- **E-mail Notification of Intent to Submit – November 17, 2009**
- **Inquiry Period begins- 8:00 a.m., November 18, 2009**
- **Inquiry Period Ends- 5:00 a.m., November 30, 2009**
- **Proposals due-December 16, 2009**
- **Awards Announced-January 4, 2010**

*Contract Award Decisions to be made by the  
Chancellor of the Ohio Board of Regents*

Administered by:  
Chancellor of the Ohio Board of Regents  
30 East Broad Street, 36<sup>th</sup> Floor  
Columbus, Ohio 43215

## Table of Contents

1. Overview
  - 1.1 Introduction and Purpose
2. Statement of Solicitation
  - 2.1 Timeline
  - 2.2 The RFP Process
    - 2.2.1 Release of the RFP
    - 2.2.2 E-mail notification of Intent to Submit
    - 2.2.3 Submittal of Proposal
    - 2.2.4 Inquiry Period
    - 2.2.5 Proposal Review
    - 2.2.6 Recommendations for Contract Award
    - 2.2.7 Contract Execution Form and Award
3. Scope of Work for Selected Vendor
  - 3.1 Requirement #1. Technology Platform
  - 3.2 Requirement #2. Operations
  - 3.3 Requirement #3. Business Model
  - 3.4 Requirement #4. Customer References
  - 3.5 Eligibility
  - 3.6 Terms of Service
4. Proposal Evaluation Criteria and External Panel Review
5. General Proposal Requirements
  - 5.1 Trade Secrets
  - 5.2 Content of Proposal Sections

**Attachment A – Creation of Clearinghouse of Computer-based Courses – Relevant Ohio Revised Code Sections**

**Attachment B – Letter of Intent Form**

**Attachment C – Contract Execution Form**

**Attachment D – General Terms and Conditions**

**Attachment E – Evaluation Process**

**Attachment F – Vendor Profile Form**

**Attachment G – Vendor Performance Form**

**Attachment H – Vendor Reference Form**

**Attachment I – Government Business and Funding Contracts Form**

**Attachment J – W9 Form**

**Attachment K – Reporting Requirements**

# Distance Learning Clearinghouse

## Request for Proposals

### 1. Overview

#### 1.1. Introduction and Purpose

The Chancellor of the Ohio Board of Regents (the “Chancellor”) has been charged by Ohio Revised Code (“ORC”) Section 3333.82 with the creation of a clearinghouse of computer-based courses, the Distance Learning Clearinghouse (“DLC”). (See attachment A for relevant sections of the ORC). Under ORC Section 3333.82 (F), the Chancellor may contract with an entity to perform any or all of the Chancellor’s duties.

Through this RFP, the Chancellor does not seek to purchase or license a software product and then use that product to create the DLC. Instead, the Chancellor seeks a partnership with a Vendor who can act as a complete service provider to the Chancellor with the Vendor provisioning, hosting and administering the software and hardware required for the DLC, and providing operational and technical support to course providers as well as to students, teachers and organizations using the platform.

The Chancellor does not seek to delegate the other powers and roles specified as part of the DLC, including the application process for the provision of courses through the DLC. (ORC 3333.82 (B-C)).

**As part of the RFP response, the Vendor will be required to present a business model for provisioning and operating the DLC. The successful Vendor will present a business model that reflects a high quality, highly available technology platform capable of being operated at an affordable cost to the state. The Vendor will be required to present a fee structure indicating how the fees permitted to be charged to course providers pursuant to ORC 3333.82(E) will be utilized in the operation of the DLC.**

The award of this RFP will result in an agreement with the Chancellor for the current state biennium. The agreement may be renewed in subsequent biennia.

### 2. Statement of Solicitation

The Chancellor seeks Request for Proposal (RFP) responses to provide technologies and services to operate the Distance Learning Clearinghouse in which interactive distance learning courses and other distance learning courses will be delivered via computer-based methods. The DLC must be capable of hosting distance-learning courses on a common statewide technology platform. Courses will be both offered and received by, schools districts, community

schools, as those schools are defined in Chapter 3314 of the ORC, STEM schools, as those schools are defined in Chapter 3326 of the ORC, state institutions of higher education, private colleges and universities. The platform must also be able to accommodate distance-learning courses provided by nonprofit and for-profit course providers.

The DLC's common statewide platform must utilize a Web-based interface for courses and include an integrated searchable database of standards-based course content. It is the intent of the Chancellor that the DLC will be available for testing by February 1, 2010 and that content providers be able to load courses into the DLC by March 1, 2010. The DLC must be available for consumer use by April 1, 2010.

The Chancellor reserves the right to request additional information to assist in the RFP review process, to require new proposals from interested parties, to reject any or all, responses to this RFP or to re-issue the RFP if it is determined that it is in the best interests of the State of Ohio. Issuing this RFP does not bind the State to making an award. All costs incurred in preparation of a proposal shall be borne by the submitter. Proposal preparation costs are not recoverable under an award. The State of Ohio shall not contribute in any way to recovering the costs of proposal preparation. The Contract award decision of the Chancellor is final.

The Chancellor's staff, in conjunction with staff at the eTech Ohio Commission, will administer this RFP process. The designated contact for questions regarding this RFP is **Steve Crumbacher, Educational Technology Consultant**. All inquiries must be made via email at [Steve.Crumbacher@etech.ohio.gov](mailto:Steve.Crumbacher@etech.ohio.gov)

## 2.1. Timeline:

- Anticipated RFP release date: November 9, 2009
- E-mail notification of intent to submit: November 17, 2009
- Inquiry Period begins: November 18, 2009
- Inquiry Period End: November 30, 2009
- Proposals due: December 16, 2009
- Awards Announced: January 4, 2010

## 2.2 The RFP Process

The RFP process will consist of the following steps:

- Release of RFP;
- E-mail notification of intent to submit;
- Submittal of proposals;
- Inquiry Period;
- Initial review and evaluation of proposals, including review of additional information submitted upon request; and
- Recommendation, decision and approval of the successful Vendor.

Each of these steps is discussed below.

### **2.2.1. Release of the RFP**

All RFPs covering programs administered under the auspices of the Chancellor will be published on the web sites of the University System of Ohio (<http://www.uso.edu>) and the Ohio Board of Regents (<http://regents.ohio.gov/>).

### **2.2.2 E-mail Notification of Intent to Submit**

Prospective Vendors must notify the Chancellor via electronic mail of their intent to submit a proposal for provisioning the DLC on or before November 17, 2009. The notice of intent should be sent to [Steve.Crumbacher@etech.ohio.gov](mailto:Steve.Crumbacher@etech.ohio.gov) & [ashaffer@regents.state.oh.us](mailto:ashaffer@regents.state.oh.us). The intent to submit notice must include the name, title, telephone number, fax number, and email address of one staff member selected to represent the Vendor in the RFP process (See sample form listed as attachment B).

The Chancellor's contact person will confirm receipt of the notice by email to the Vendor's contact identified in the notice. In the event that the notice has not been received by the deadline, or the notice does not comply with the format specified, the Vendor will not be considered eligible for consideration in the award of a contract.

### **2.2.3. Submittal of Proposal**

It is the responsibility of the Vendor to ensure that the Chancellor's staff receives proposals in the prescribed manner on or before the published due date. Late proposals will neither be reviewed nor considered further. Vendors must ensure that proposals submitted in response to this RFP comply with all the requirements set forth in the RFP. Vendors are advised to read this RFP carefully to ensure a complete understanding of the proposal requirements. Decisions at this initial phase of the review process may be based exclusively on the content and completeness of the proposal. The Chancellor reserves the right to ask clarifying questions, request additional information, and require meetings to discuss the details of the proposal. Additional proposal requirements are specified in section 5 of this RFP.

### **2.2.4 Inquiry Period**

Vendors may make inquiries regarding this RFP only during the Inquiry Period, which begins November 18, 2009 at 8:00 a.m., and ends on November 30, 2009 at 5:00 p.m. For purposes of documentation, all inquiries shall be submitted by email to the Chancellor's designated contact.

Vendors submitting inquiries will receive an email acknowledging that their inquiry has been received. Responses to inquiries will be sent by email to the representative designated by the Vendor. All responses to inquiries will be posted on the University System of Ohio website at [www.uso.edu](http://www.uso.edu) and the eTech Ohio website at [www.etech.ohio.gov](http://www.etech.ohio.gov). The Chancellor's designated contact will respond to all inquiries in a reasonable and timely manner, excluding weekends and State holidays.

Inquiries received after the Inquiry Period has ended or made by means other than email will not receive a response.

### **2.2.5 Proposal Review**

All proposals will be subjected to an administrative review by the Chancellor's staff and staff at the eTech Ohio Commission, who have been chosen by the Chancellor to assist in the review process. The administrative review will cover compliance with RFP requirements, meeting the intent of the DLC, and satisfying the evaluation criteria. Proposals found to comply administratively with the RFP requirements and DLC intent will be forwarded to a review committee selected by the Chancellor for further consideration.

### **2.2.6 Recommendations for Contract Award**

As described in section 4.0 below, a review committee will be engaged by the Chancellor's staff to review DLC proposals and make recommendations directly to the Chancellor. All proposals will be evaluated based upon predetermined criteria. Based on the outcome of the review, a recommendation for contract award shall be prepared and forwarded to the Chancellor. The Chancellor shall take into account the evaluations and recommendations made by the review committee and shall exercise independent judgment in making the final decision for determining the contract award. The decision of the Chancellor is final.

### **2.2.7 Contract Execution Form and Award**

In order for a Vendor's response to remain under active consideration, the Vendor must sign and return two (2) original copies of the signed Contract Execution form to the Chancellor. (See attachment C). Hard copies of the Execution form should be mailed to the attention of Amy Schaffer 30 East Board Street 36<sup>th</sup> floor Columbus Ohio, 43215 upon submission of the RFP response.

Submittal of a signed Contract Execution form does not imply that a Vendor will be awarded the Contract. The Chancellor will issue a tentative Notice of Award letter to the selected Vendor, and the Contract will not be binding on the Chancellor until, if required, approval of this contract is given by the State of Ohio Controlling Board, the Chancellor signs both copies of the Contract Execution form and returns one (1) original copy to the Vendor, the Chancellor issues a purchase order (or other relevant documents), and all other prerequisites identified in the contract have occurred.

The Chancellor expects the Vendor to commence work within **five (5)** working days after the Contract is authorized. If the Chancellor awards a Contract pursuant to this RFP and the Vendor is unable or unwilling to commence the work within a reasonable amount of time after Contract award, the Chancellor reserves the right to cancel the Contract and return to the original RFP process and evaluate any remaining Vendor responses capable of being selected for award of the Contract.

The Contract will consist of this RFP, any written amendments to this RFP, the Vendor's RFP response, any authorized amendments to the Vendor's RFP response, signed

Contract Execution form, and any necessary purchase orders, requisition forms, or other documentation. The Contract 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 General Terms and Conditions, attached hereto and incorporated herein as attachment D. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

- This RFP including attachments, and any amendments;
- The documents and materials incorporated by reference in the RFP;
- The Vendor's proposal, and any approved amendments, clarified, and accepted by the Chancellor; and
- The documents and materials incorporated by reference in the Vendor'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.

### **3. Scope of Work for Selected Vendor**

Vendors interested in serving the Chancellor as a complete service provider-through the provision and support of the technology platform for the DLC and its operation, should address their ability to meet each of the following requirements. An important factor in the selection of a Vendor will be its history of performing the required functions for the courses the Vendor offers or in support of third-party course providers. Preference will be given to both the performance of such functions for large numbers of clients and performance of such functions over longer periods of time.

The Chancellor is primarily interested in Vendors who can provide the needed capabilities immediately. Any portion of a response that is describing future capabilities of the Vendor should be clearly identified in the Vendor's response.

#### **3.1 Requirement #1. Technology Platform**

The Vendor selected through this RFP shall be responsible for the provision and maintenance of a common technology platform for the DLC. This platform must have the following characteristics:

- A learning management system with support for:
  - Student and teacher user "roles"
  - Sequenced delivery of course content
  - Multimedia delivery of course content
  - Grading and tracking of student progress
  - Multiple courses and simultaneous enrollments

- Secure storage and standards-based exchange of sensitive student data
- A secure, user-friendly Web-based interface for end-users, including students, teachers, course/content providers, and administrators
- On-demand documentation and user “help” functionality
- Searchable database or repository for standards-based course content provided by course providers, integrated into the learning management system.
- A means by which course providers may install and manage courses. The Vendor must provide specifications with which they will require course providers to comply.
- Host the platform in a highly-available, redundant computing environment with sufficient network bandwidth between that environment and Ohio’s K-16 telecommunications network.
- Hardware, software, and telecommunications infrastructure must be scalable to meet the needs of the DLC as it grows.
- Product and associated software must be fully compliant with Ohio and federal laws and rules governing accessibility for individuals with disabilities and privacy of student records.

### **3.2 Requirement #2. Operations**

Successful operation of the DLC will require the Vendor to meet the following needs. Vendors should specify how they would meet these requirements.

- Vendor must be able to offer high-quality customer support to students, instructors, course providers, school districts, and other educational organizations, including:
  - Routine account and technical assistance; and
  - End-user and administrator training.
- Vendor must be able to provide data on course completion and grades as required by ORC 3333.85. Vendor must comply with existing procedures and schedules customer organizations may have in place for reporting of student and (if necessary) teacher data.
- Vendor must support the enrollment and withdrawal of students in DLC courses as required by ORC 3333.83 (D).
- Vendor must track enrollments, charge for course enrollments, and refund fees to students when appropriate and in accordance with policies of course

providers, pay course providers for enrollments, and refund a portion of the enrollment fees to the Chancellor.

- Vendor must provide a public catalog of courses available on the DLC in accordance with ORC 3333.82 (D).
- Vendor must provide data and reports to the Chancellor related to the operation and usage of the DLC.
- Vendor must provide a Project Plan including milestone dates representing that the DLC will be ready for testing by February 1 2010 will be available to course providers to load courses by March 1, 2010 be available for consumer use by April 1, 2010

### **3.3 Requirement #3. Business Model**

The Vendor is responsible for making the DLC a financially viable program by specifying the fees for the use of the DLC. Vendors should address the following:

- The fee collection, cost recovery, and disbursement process, including:
  - Fees to be charged to course and content providers for installing course materials into the DLC platform;
  - A process for disbursing a portion of course fees to be paid to course providers;
  - The percentage of course fees the Chancellor would need to retain, if any, (See ORC 3333.84), to assist the Vendor in covering the cost of DLC operations.
- A detailed description of any costs anticipated for the operation of the DLC that cannot be covered through the utilization of fees.
- A communications and marketing plan to encourage course provider and consumer participation in the DLC.
- Any other aspects of the business model or requirements that will help support the success of the DLC.

### **3.4 Requirement #4. Customer References**

Vendors should provide the names of customer references, particularly any organizations or institutions utilizing the Vendor's services on a scale comparable to that of the DLC.

### **3.5. Eligibility**

Only Vendors providing products and services as outlined in this RFP will be considered, so that minimal start-up time following completion of this competitive procurement process will be needed before operations can begin.

Therefore the Chancellor is particularly interested in receiving responses to this RFP from Vendors currently operating in this area, with specific experiences in the areas specified herein.

### **3.6. Terms of Service**

**The anticipated term of the service begins on or after January 4, 2010 and ends June 30, 2011.**

## **4. Proposal Evaluation and Review Committee**

Proposals for providing the DLC will be evaluated by a review committee selected by the Chancellor. The evaluation will address the responsiveness of the proposal to the requirements of this RFP. The evaluation process to be used by the review committee can be found in attachment E of this RFP. Based on the outcome of the review committee, a recommendation shall be prepared and forwarded to the Chancellor for consideration of award. The Chancellor shall take into account the evaluations and recommendations made by the review committee and shall exercise independent judgment in making the final award decision. All proposals are expected to provide a complete and full description of how they will meet the requirements in identified in section 3. All descriptions must include the vendors past experience in performing each specific requirement.

## **5. General Proposal Requirements**

Proposals must be submitted in the following manner:

- One original paper copy marked as "Original."
- One electronic copy (PDF preferred) submitted via electronic mail to Amy Shaffer at [ashaffer@regents.state.oh.us](mailto:ashaffer@regents.state.oh.us)
- One CD-ROM containing one PDF and one WORD-compatible file of the proposal. Do not include multiple PDF or WORD-compatible files containing individual proposal sections. The proposal must be completely contained on the CD-ROM in one PDF and one WORD-compatible file.
- Proposals may not be submitted via fax.
- Original proposal and CD-ROM must be received by the Chancellor at the following address on or before the due date:

**Ohio Board of Regents  
30 East Board Street 36th floor  
Columbus, OH 43215  
Attention: Amy Shaffer, Distance Learning Clearinghouse**

- Original proposals are to be submitted on 8.5 x 11-inch paper.

- Margins must not be less than  $\frac{3}{4}$  of an inch on all sides.
- Font must be 10 point or larger with no more than 6 lines per inch.
- All pages must be numbered consecutively using the format “Page # of total number of pages” (e.g. Page 2 of 10)
- The proposal title and Vendor name must appear at the bottom of each page.
- Proposals should not include color figures that cannot be understood when photocopied in black and white.
- Proposals must be stapled or clipped once in the upper left-hand corner and must not be bound.

### 5.1 Trade Secrets

Vendors responding to this RFP are strongly discouraged from including any information in the proposal that qualifies as a trade secret. All information submitted will be considered public information pursuant to Ohio Revised Code Section 149.43 and not exempt from disclosure unless identified as a trade secret. Any assertion of trade secrets information must be clearly identified, and the basis for the assertion must be included.

### 5.2 Content of Proposal Sections

- **Cover Page:** must include the following information:
  - A statement regarding the Vendor’s legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business;
  - A list of the people who prepared the RFP response, including their titles;
  - The name, phone number, fax number and e-mail address of one (1) contact person who has authority to answer questions regarding the RFP response;
  - A list of all sub-contractors, if any, that the Vendor will use on the Project if the Vendor is selected to do the work.
- **Vendor Profile Form (see attachment F):** In addition to completing the Vendor Profile Form in its entirety, Vendor must attach a summary of its technical capabilities, qualifications and experience related to successfully performing projects similar in scope and size to the deliverables outlined in this RFP.
- **Product and Services Features:** The Vendor shall provide detailed responses to the RFP requirements specified in section three.
- **Vendor Performance Form (see attachment G )**
- **Vendor Reference Form (see attachment H)**

- **Government Business and Funding Contracts Form (see attachment I)**
- **W-9 Form (see attachment J)**
- **Project Team Qualifications**
- **Payment Address**

## **Attachment A**

### **3333.81 Clearinghouse of computer-based courses definitions.**

As used in sections 3333.81 to 3333.88 of the Revised Code:

(A) "Clearinghouse" means the clearinghouse established under section 3333.82 of the Revised Code.

(B) "Community school" means a community school established under Chapter 3314. of the Revised Code.

(C) "Common statewide platform" means a software program that facilitates the delivery of courses via computers from multiple course providers to multiple end users, tracks the progress of the end user, and includes an integrated searchable database of standards-based course content.

(D) "Course provider" means a school district, community school, STEM school, state institution of higher education, private college or university, or nonprofit or for-profit private entity that creates or is an agent of the creator of original course content for a course offered through the clearinghouse.

(E) "Instructor" means an individual who holds a license issued by the state board of education, as defined in section 3319.31 of the Revised Code, or an individual employed as an instructor or professor by a state institution of higher education or a private college or university.

(F) "State institution of higher education" has the same meaning as in section 3345.011 of the Revised Code.

(G) "STEM school" means a science, technology, engineering, and mathematics school established under Chapter 3326. of the Revised Code.

(H) A "student's community school" means the community school in which the student is enrolled instead of being enrolled in a school operated by a school district.

(I) A "student's school district" means the school district operating the school in which the student is lawfully enrolled.

(J) "A student's STEM school" means the STEM school in which the student is enrolled instead of being enrolled in a school operated by a school district.

Effective Date: 2008 HB562 09-22-2008

### **3333.82 Chancellor to establish clearinghouse of computer-based courses.**

(A) The chancellor of the Ohio board of regents shall establish a clearinghouse of interactive distance learning courses and other distance learning courses delivered via a computer-based method offered by school districts, community schools, STEM schools, state institutions of higher education, private colleges and universities, and other nonprofit and for-profit course providers for sharing with other school districts, community schools, STEM schools, state institutions of higher education, private colleges and universities, and individuals for the fee set pursuant to section 3333.84 of the Revised Code. The chancellor shall not be responsible for the content of courses offered through the clearinghouse; however, all such courses shall be delivered only in accordance with technical specifications approved by the chancellor and on a common statewide platform administered by the chancellor.

(B) To offer a course through the clearinghouse, a course provider shall apply to the chancellor in a form and manner prescribed by the chancellor. The application for each course shall describe the course of study in as much detail as required by the chancellor, whether an instructor is provided, the qualification and credentials of the instructor, the number of hours of instruction, and any other information required by the chancellor. The chancellor may require course providers to include in their applications information recommended by the state board of education under former section 3353.30 of the Revised Code.

(C) The chancellor shall review the technical specifications of each application submitted under division (B) of this section. In reviewing applications, the chancellor may consult with the department of education; however, the responsibility to either approve or not approve a course for the clearinghouse belongs to the chancellor. The chancellor may request additional information from a course provider that submits an application under division (B) of this section, if the chancellor determines that such information is necessary. The chancellor may negotiate changes in the proposal to offer a course, if the chancellor determines that changes are necessary in order to approve the course.

(D) The chancellor shall catalog each course approved for the clearinghouse, through a print or electronic medium, displaying the following:

(1) Information necessary for a student and the student's parent, guardian, or custodian and the student's school district, community school, STEM school, college, or university to decide whether to enroll in or subscribe to the course;

(2) Instructions for enrolling in that course, including deadlines for enrollment.

(E) Any expenses related to the installation of a course into the common statewide platform shall be borne by the course provider.

(F) The chancellor may contract with an entity to perform any or all of the chancellor's duties under sections 3333.81 to 3333.88 of the Revised Code.

Effective Date: 2008 HB562 09-22-2008

### **3333.83 Enrollment in clearinghouse course - participation -- withdrawal.**

(A) A student who is enrolled in a school operated by a school district or in a community school or STEM school may enroll in a course through the clearinghouse only if both of the following conditions are satisfied:

(1) The student's enrollment in the course is approved by the student's school district , community school, or STEM school.

(2) The student's school district , community school, or STEM school agrees to accept for credit the grade assigned by the course provider, if that provider is another school district, community school, or STEM school.

(B) For each student enrolled in a school operated by a school district or in a community school or STEM school who is enrolling in a course provided through the clearinghouse by another school district, community school, or STEM school, the student's school district , community school, or STEM school shall transmit the student's name to the course provider.

The course provider may request from the student's school district , community school, or STEM school other information from the student's school record. The district or school shall provide the requested information only in accordance with section 3319.321 of the Revised Code.

(C) The student's school district , community school, or STEM school shall determine the manner in which and facilities at which the student shall participate in the course consistent with specifications for technology and connectivity adopted by the chancellor of the Ohio board of regents.

(D) A student may withdraw from a course prior to the end of the course only by a date and in a manner prescribed by the student's school district, community school, or STEM school.

(E) A student who is enrolled in a school operated by a school district or in a community school or STEM school and who takes a course through the clearinghouse shall be counted in the formula ADM of a school district under section 3317.03 of the Revised Code as if the student were taking the course from the student's school district, community school, or STEM school.

Effective Date: 2008 HB562 09-22-2008

### **3333.84 Fees charged for clearinghouse courses.**

(A) The fee charged for any course offered through the clearinghouse shall be set by the course provider.

(B) The chancellor of the Ohio board of regents shall prescribe the manner in which the fee for a course shall be collected or deducted from the school district, school, college or university, or individual subscribing to the course and in which manner the fee shall be paid to the course provider.

(C) The chancellor may retain a percentage of the fee charged for a course to offset the cost of maintaining and operating the clearinghouse, including the payment of compensation for an entity or a private entity that is under contract with the chancellor under division (F) of section 3333.82 of the Revised Code. The percentage retained shall be determined by the chancellor.

Effective Date: 2008 HB562 09-22-2008

### **3333.85 Assignment of course grade.**

The grade for a student enrolled in a school operated by a school district or in a community school or STEM school for a course provided through the clearinghouse by another school district, community school, or STEM school shall be assigned by the course provider and shall be transmitted to the student's school district, community school, or STEM school.

Effective Date: 2008 HB562 09-22-2008

### **3333.86 Offering of course as dual enrollment program.**

The chancellor of the Ohio board of regents may determine the manner in which a course included in the clearinghouse may be offered as a dual enrollment program as defined in section 3313.6013 of the Revised Code, may be offered to students who are enrolled in nonpublic schools or are instructed at home pursuant to section 3321.04 of the Revised Code, or may be offered at times outside the normal school day or school week, including any necessary additional fees and methods of payment for a course so offered.

Effective Date: 2008 HB562 09-22-2008

### **3333.87 Clearinghouse implementation rules.**

The chancellor of the Ohio board of regents shall adopt rules in accordance with Chapter 119 of the Revised Code prescribing procedures for the implementation of sections 3333.81 to 3333.86 of the Revised Code.

Effective Date: 2008 HB562 09-22-2008

### **3333.88 Alternative means for offering computer-based courses.**

Nothing in sections 3333.81 to 3333.87 of the Revised Code, or in rules implementing those sections, shall prohibit a school district, community school, STEM school, or college or university from offering an interactive distance learning course or other distance learning course using a computer-based method through any means other than the clearinghouse established and maintained under those sections.

Effective Date: 2008 HB562 09-22-2008

**3333.99 Governing boards of state colleges and universities retain former powers and duties.**

Except as expressly provided in Chapter 3333, nothing in such chapter shall be construed to deprive the governing boards of the state colleges and universities of the duties and powers conferred upon them by law in the government of the institutions under their control.

Effective Date: 09-20-1963

## **Attachment B**

### **E-mail Notification**

[Steve.Crumbacher@etech.ohio.gov](mailto:Steve.Crumbacher@etech.ohio.gov)

We intend to submit a Proposal in response to the Distance Learning Clearinghouse Learning RFP.

I will represent our company throughout the RFP process.

[Vendor representative name]

[Vendor representative title]

[Vendor representative telephone]

[Vendor representative fax]

[Vendor representative email]

**Attachment C**

**Contract Execution Form**

**THIS CONTRACT, which results from the Chancellor’s Distance Learning Clearinghouse RFP** is between the Chancellor of the Ohio Board of Regents (“Chancellor”), located at 30 East Board Street, 36<sup>th</sup> Floor, Columbus, Ohio 43215 and [name of Vendor] (“Vendor”), whose address is [street address, city, state, ZIP code].

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 Vendor’s Proposal, and written, authorized amendments to the Vendor’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 incorporated by reference all the documents identified above as if fully written and incorporated herein. The General Terms and Conditions for the Contract are contained in the RFP and fully incorporated herein. If there are any conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP and any Chancellor approved amendments;
2. The documents and materials incorporated by reference in the RFP;
3. The Vendor’s Proposal, and any approved amendments, clarified, and accepted by the Chancellor; and
4. The documents and materials incorporated by reference in the Vendor’s proposal.

This Contract has an effective date of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
(Vendor)

The Chancellor of the Ohio Board of Regents  
(State of Ohio Agency)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

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

Eric Fingerhut  
(Printed Name)

\_\_\_\_\_  
(Title)

Chancellor  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

## **Attachment D**

### **General Terms and Conditions**

1. **ENTIRE AGREEMENT**

The Contract consists of this RFP including all attachments, written amendments to this RFP, the Vendor's proposal, and written, authorized amendments to the Vendor's proposal. It will also include any materials incorporated by reference in the above documents and any Change Orders issued under the Contract. The Contract constitutes the entire understanding between the parties hereto with reference to the matters contained herein.

2. **INTELLECTUAL PROPERTY: RIGHTS IN DATA, PATENTS AND COPYRIGHT**

Neither the Vendor nor any of the Vendor's employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent, copyright, trademark or service mark in the United States or any other country for any of the reports, data or material prepared by the Vendor pursuant to this Contract unless such disclosure is approved in writing by the Chancellor prior to the application. In the event that such a patent, copyright, trademark or service mark is obtained, the Vendor shall, at the request of the Chancellor, provide the Chancellor written authorization for the Chancellor 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.

The Vendor 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 Vendor agrees to defend, protect and hold harmless the Chancellor, 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 from actual or alleged infringements of any patent, trademark, copyright or any right by reason of the sale or use of the material covered hereby. The Chancellor reserves the right to participate in any such action brought against the Chancellor at the Vendor's expense.

To the extent that the work performed pursuant to this Contract includes any work of authorship entitled to protection under the copyright laws, the work shall be deemed a work made for hire to the greatest extent permitted by law. The Chancellor shall be the sole author of the work and any work embodying the Vendor's work according to the United States Copyright Act. To the extent that the work is not properly characterized as a work made for hire, the Vendor shall grant to the Chancellor all right, title and interest in the work, including all copyright rights, in perpetuity and throughout the world.

Vendor agrees to return to the Chancellor within thirty (30) days of the effective date of termination of this Contract any information set forth in reports, documents, lists, or other materials given to, prepared or assembled by Vendor under this Contract.

3. TERMINATION

This Contract may be terminated only as follows:

3.1 By the Chancellor without cause upon a fourteen (14) day written notice to the Vendor.

3.2 By mutual written consent of all parties.

3.3 The Chancellor may immediately terminate this Contract if the Vendor has breached any provisions of this Contract. The following events shall be deemed to be a breach by the Vendor of its obligations hereunder provided, however, said list shall not be deemed all inclusive:

3.3.1 Failure by the Vendor to timely perform its obligations hereunder.

3.3.2 The Vendor ceases doing business.

3.3.3 The Vendor files for protection under any state or federal bankruptcy or similar laws during the terms of this Contract.

If the Ohio General Assembly fails at any time to continue funding for the payments and other obligations set forth herein, the Chancellor's obligations under this Contract are terminated as of the date the funding expires and the Chancellor shall have no further obligations hereunder. If the Chancellor discovers or is notified of the discontinuation of funding for this Contract, then the Chancellor agrees to notify Vendor of said discontinuation as soon as is practicable. The Vendor shall not perform any work under the Contract after receiving such notice.

In the event of an early termination or the natural expiration of this Contract, the Chancellor shall be given immediate ownership and possession of all reports, documents and other materials assembled and prepared by Vendor pursuant to this Contract.

4. NON DISCRIMINATION

The Chancellor 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 Vendor, its employees and subvendors agree to abide by the state and applicable Federal non-discriminatory laws while performing services under this Contract.

5. DRUG-FREE WORKPLACE

Vendor 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 its 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.

6. ETHICS LAW

Vendor 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 and the Governor's Executive Order 2007-01S.

7. OHIO ELECTIONS LAW

Vendor affirms that, as applicable to Vendor, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio 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.

8. INDEPENDENT CONTRACTOR STATUS

It is understood and agreed by the parties that Vendor shall perform all duties hereunder as an independent contractor and not as the agent of the Chancellor and, therefore, no agency or partnership relationship exists between the Chancellor and Vendor. Neither party shall have the right to bind or obligate the other party in any manner without the prior written consent of the other party, except as expressly provided herein. Vendor has full opportunity to find other business and has made an investment in its business. Vendor will retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities under this Contract. It is further understood and agreed Vendor shall not be considered an employee of the Chancellor's and shall not be eligible for state employee benefits, including worker's compensation coverage.

9. NO FINDINGS FOR RECOVERY

Vendor affirmatively represents and warrants to the Chancellor 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. Vendor 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 the Chancellor hereunder shall be immediately repaid to the Chancellor, or an action for recovery may be immediately commenced by the Chancellor for recovery of said funds.

10. REPRESENTATIVE 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.

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

11. LIABILITY

Vendor agrees to fully indemnify and hold harmless the Chancellor, the Ohio Board of Regents and the State of Ohio from any and all liability, losses, claims, damages, and expenses arising out of Vendor's performance (or non performance) of its obligations hereunder.

In no event shall the Chancellor be liable to Vendor for indirect, consequential, incidental, special or punitive damages, or lost profits. Notwithstanding any language to the contrary, Vendor shall be liable for any personal injury or damage to real property or tangible personal property, caused by its fault or negligence.

12. AVAILABILITY OF BOOKS AND RECORDS

Vendor agrees that the Chancellor shall have the right to review Vendor's books and records relative to this Contract for a period of at least three (3) years after the expiration of this Contract and shall make such records available to the Chancellor.

13. ADVERSE INTERESTS

No personnel of the Vendor or public official or employee of the state who exercises any functions or responsibilities in connection with the review or approval of the undertaking or carrying out of any such work shall voluntarily acquire, prior to the completion of the work in this Contract, any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of such person's functions and responsibilities with respect to carrying out the work of this Contract. No person shall promise or give to any public official or employee anything of value that is of a character as to manifest a substantial and improper influence upon him with respect to his duties. In addition, no public official or employee shall solicit or accept anything of value that is of a character to manifest a substantial and improper influence upon him with respect to his duties.

14. CONFIDENTIALITY

Vendor 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 Family Educational Rights and Privacy Act.

15. ASSIGNMENT OR SUBCONTRACT

This Contract shall not be assigned or subcontracted without prior written consent of the Chancellor.

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 the Chancellor'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.

17. 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.

18. 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 continuing waiver of any such right or provision.

19. 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.



The Chancellor:

General Counsel  
Ohio Board of Regents  
30 East Board Street 36 floor  
Columbus, OH 43215  
Facsimile: (614) 728-7662

24. SEVERABILITY

The provisions of this Contract are severable and independent, and if any such provision of this Contract shall be invalid, illegal, or unenforceable, in any respect, said provision shall be severed. The remaining provisions and any partially enforceable provisions shall not in any way be affected or impaired unless such severance would cause this Contract to fail of its essential purpose.

25. 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.

26. CHANGE ORDERS

The Chancellor may make reasonable changes, within the general scope of the Contract. The Chancellor will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the Chancellor provides directions or makes requests of the Vendor without a change order, and the Vendor reasonably believes the directions or requests are outside the specifications for the Project, the Vendor will have the right to request a Change Order from the Chancellor. Within five (5) business days after receiving the Change Order, the Vendor will sign it to signify acknowledgement of the change.

The Vendor will be responsible for coordinating changes with its subcontractors and adjusting their performance schedule. The Chancellor will not pay any Vendor or subcontractor for the Change Order.

## **Attachment E**

### **Distance Learning Clearinghouse**

#### **Evaluation Process**

**The process of reviewing proposals will occur in four phases. Only phases 1 and 2 are required:**

1. The Chancellor's initial review of all proposals for defects
2. The Chancellor's evaluation of the proposals:
  - a. An evaluation team will read each qualifying proposal.
  - b. Proposals will be scored using the requirements listed in section 3 above, with each major bullet and sub-bullet receiving a score as follows:
    0. Not present and not planned for implementation
    1. Present in Vendor's roadmap, but fails to meet DLC requirements
    2. Present, but poorly described/implemented, only semi-functional
    3. Meets minimum expectations for clearinghouse
    4. Exceeds minimum expectations for clearinghouse
    5. Far exceeds expectations
  - c. Categorical requirements will be weighted as follows:

|                         |   |       |
|-------------------------|---|-------|
| 1. Technology Platform  | - | x 100 |
| 2. Vendor Operation     | - | x 50  |
| 3. Business Model       | - | x 50  |
| 4. Project Plan         | - | x 25  |
| 5. Customer References- |   | x 10  |

The final score for each category will be determined by adding the scores received for each specific requirement within each category and multiplying the categorical score by the categorical weight. The final score will be determined by calculating the sum of all categorical scores.

- d. In addition to addressing the requirements in section 3, the following factors will be considered as distinguishing factors in scoring DLC proposals and will be scored on a basis of 0-10.
  - The Vendor's experience in performing each of the specific requirements.
  - The number of students that can be served in the initial rollout of the DLC.
  - The percentage of the course fee retained by the Chancellor that will need to be contributed to sustain the operations of the DLC.
3. Request for more information. The Chancellor or the Evaluation Committee may require some offerors to interview, make a presentation about their Proposals, or demonstrate their products or services. If the presentations, demonstrations, or interviews are held as part of the technical evaluation phase, all offerors that

have Proposals under evaluation may participate. Alternatively, if the presentations, demonstrations, or interviews are held after the technical evaluation, the State normally will limit them to one or more of the highest ranking offerors. The State normally will limit such presentations, demonstrations, and interviews to areas in which it seeks further information from the highest ranking offeror or offerors. Typically, these discussions provide an offeror with an opportunity to do one or more of the following:

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

The Chancellor or review committee will schedule the presentations, demonstrations, and interviews at its convenience and discretion. The Chancellor or Evaluation Committee will determine the scope and format of any such presentations, demonstrations, and interviews and may record them. If the State moves more than one offeror to this phase, the scope and format of these presentations, demonstrations, and interviews may vary from one offeror to the next, depending on the particular issues or concerns the Chancellor or Evaluation Committee may have with each offeror's Proposal.

The Chancellor or Evaluation Committee normally will not rank interviews, demonstrations, and presentations. Rather, if the Chancellor or Evaluation Committee conducts the interviews, demonstrations, or presentations as part of the technical evaluation, they may use the information it gathers during this process in evaluating the technical merits of the Proposals. If the Chancellor or Evaluation Committee holds the demonstrations, presentations, or interviews only for one or more of the top-ranking offerors after the evaluation phase, the Chancellor or Evaluation Committee may decide to revise its existing Proposal evaluations based on the results of this process.

4. **Clarification and Corrections.** During the evaluation process, the Chancellor or Evaluation Committee, may request clarifications from any offeror under active consideration and may give any offeror the opportunity to correct defects in its Proposal, if the Chancellor or Evaluation Committee believes doing so would not result in an unfair advantage for the offeror, and it is in the State's interest. The

Chancellor or Evaluation Committee may reject any clarification that is non-responsive or broader in scope than what the State requested. If the Chancellor or Evaluation Committee does so, or if the offeror fails to respond to the request for clarification, the Chancellor or Evaluation Committee then may request a corrected clarification, consider the offeror's Proposal without the clarification, or disqualify the offeror's Proposal.

Corrections and clarifications must be completed off State premises.

- 5. Reference Checks.** As part of the State's determination of an offeror's responsibility, the State may conduct reference checks to verify and validate the offeror's and its proposed candidates' and subcontractors' past performance. Reference checks that indicate poor or failed performance by the offeror or a proposed candidate or subcontractor may be cause for rejection of the offeror's Proposal. Additionally, the State may reject an offeror's Proposal as non-responsive if the offeror fails to provide requested reference contact information.

The State may consider the quality of an offeror's and its candidates' and subcontractors' references as part of the technical evaluation phase, as well as in the State's determination of the offeror's responsibility. The State also may consider the information it receives from the references in weighing any requirement contained in the technical evaluation phase, if that information is relevant to the requirement. In checking an offeror's or any of its proposed candidates' or subcontractors' references, the State will seek information that relates to the offeror's previous contract performance. This may include performance with other governmental entities, as well as any other information the State deems important for the successful operation and management of the Project and a positive working relationship between the State and the offeror. In doing this, the State may check references other than those provided in the offeror's Proposal. The State also may use information from other sources, such as third-party reporting agencies.

- 6. Financial Ability.** Part of State's determination of an offeror's responsibility may include the offeror's financial ability to perform the Contract. This RFP may expressly require the submission of audited financial statements from all offerors in their Proposals, but if this RFP does not make this an express requirement, the State still may insist that an offeror submit audited financial statements for up to the past three years, if the State is concerned that an offeror may not have the financial ability to carry out the Contract. Also, the State may consider financial information other than the information that this RFP requires as part of the offeror's Proposal, such as credit reports from third-party reporting agencies

7. **Contract Negotiations.** The final phase of the evaluation process may be contract negotiations. It is entirely within the discretion of the Chancellor whether to permit negotiations. An offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal, and any Proposal that is contingent on the Chancellor negotiating with the offeror may be rejected. The Chancellor is free to limit negotiations to particular aspects of any Proposal or the RFP, to limit the offerors with whom the Chancellor negotiates, and to dispense with negotiations entirely. If negotiations are held, they will be scheduled at the convenience of the Chancellor, and the selected offeror or offerors must negotiate in good faith.

The Chancellor may limit negotiations to specific aspects of the RFP or the offeror's Proposal. Should the evaluation result in a top-ranked Proposal, the Chancellor may limit negotiations to only that offeror and not hold negotiations with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the Chancellor then may go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner.

If the Chancellor decides to negotiate simultaneously with more than one offeror, or decides that negotiations with the top-ranked offeror are not satisfactory and therefore negotiates with one or more of the lower-ranking offerors, the Chancellor then will determine if an adjustment in the ranking of the offerors with which it held negotiations is appropriate based on the negotiations. The Contract award, if any, then will be based on the final ranking of offerors, as adjusted.

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

Following negotiations, the Chancellor may set a date and time for the offeror(s) with which the State conducted negotiations to submit a best and final Proposal. If negotiations were limited and all changes were reduced to signed writings during negotiations, the State need not require a best and final Proposal.

If best and final Proposals are required, they may be submitted only once, unless the Chancellor determines that it is in the State's interest to conduct additional negotiations. In such cases, the Chancellor may require another submission of best and final Proposals. Otherwise, discussion of or changes in the best and final Proposals will not be allowed. If an offeror does not submit a best and final

Proposal, the Chancellor will treat that offeror's previous Proposal as its best and final Proposal.

The Chancellor usually will not rank negotiations and normally will hold them only to correct deficiencies in or enhance the value of the highest-ranked offeror's Proposal.

From the opening of the Proposals to the award of the Contract, everyone evaluating Proposals on behalf of the Chancellor and the State will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. The State also will seek to keep this information away from other offerors, and the State may not tell one offeror about the contents of another offeror's Proposal in order to gain a negotiating advantage.

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

Negotiated changes will be reduced to writing and become a part of the Contract file, which will be available for public inspection after award of the Contract or cancellation of the RFP, provided the Chancellor does not plan to reissue the RFP. If the Chancellor plans to reissue the RFP, the Contract file will not be available until the subsequent RFP process is completed. Unless the Chancellor agrees otherwise in writing, the offeror must draft and sign the written changes and submit them to the Chancellor within five business days. If the Chancellor accepts the changes, the Chancellor will give the offeror written notice of the acceptance, and the negotiated changes to the successful offer will become a part of the Contract.

8. **Failure to Negotiate.** If an offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the Chancellor may terminate negotiations with that offeror, remove the offeror's Proposal from further consideration, and seek such other remedies as may be available in law or in equity.

## **Attachment F**

### **Vendor Profile Form**

|  |   |                 |
|--|---|-----------------|
| Vendor's Legal Name:                                 | Address:  |                 |
| Phone Number:  | Fax Number:   | E-Mail Address: |
| Home Office Location:                                | Date Established:   | Ownership:      |
| Firm Leadership:                                     |   |                 |
| Number of Employees:                                 | Number of employees directly involved in the sales and support of this project: |                 |
| Percentage of Women Nationally:                      | Percentage of Women in Ohio:  |                 |
| Percentage of Minorities Nationally:                 | Percentage of Minorities in Ohio:   |                 |
| Describe any Vertical Industry or Application Focus: |   |                 |
| Number of Sales Partners in Ohio:                    |   |                 |
| Additional Background Information:                   |   |                 |

**Attachment G**

**Vendor Performance Form**

The Vendor 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   |
|--------|---|
|        | Whether the Vendor has had a contract terminated for default or cause. If |

|  |   |
|--|---|
|  | so, the Vendor must submit full details, including the other part's name, address and telephone number.   |
|  | Whether the Vendor 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 Vendor must provide complete details, including the name of the other organization, the reason for the damages and the amount for each incident. |
|  | Whether the Vendor was the subject of any governmental action limiting the right of the Vendor to do business with that entity or any other governmental entity.  |
|  | Whether trading in the stock of the company has ever been suspended with the date(s) and explanation(s).  |
|  | Whether the Vendor, or any officer of the Vendor, or any owner of a 20% interest or greater in the Vendor has filed bankruptcy, reorganization, a debt arrangement, moratorium or any proceeding under any bankruptcy or insolvency law or any dissolution or liquidation proceeding.   |
|  | Whether the Vendor, any officer of the Vendor, or any owner of a 20% interest or greater in the Vendor has been convicted of a felony or is currently under indictment on any felony charges.   |

If the answer to any item (1) through (6) is affirmative, the Vendor must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify a Vendor from consideration, at the sole discretion of the Chancellor, such an answer and a review of the background details may result in a rejection of the Vendor's RFP response. The Chancellor will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Vendor's performance on the Project, and the best interests of the State of Ohio.

**Attachment H****Vendor 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 last five (5) years.

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

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

**Contractor reference form (part 2)**

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

# Attachment I

## Government Business Funding Contracts 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 \*\*\*\*\*

**ATTACHMENT 1**

**Ohio Department of Public Safety  
Division of Homeland Security**  
<http://www.homelandsecurity.ohio.gov>

**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.

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

# Attachment J

|   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|---|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Form <b>W-9</b><br>(Rev. November 1999)<br>Department of the Treasury<br>Internal Revenue Service   | <h2 style="margin: 0;">Request for Taxpayer<br/>Identification Number and Certification</h2>  | <b>Give form to the requester. Do NOT send to the IRS.</b>                                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 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)  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Part I Taxpayer Identification Number (TIN)</b>  |   | List account number(s) here (optional)   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 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 <b>How to get a TIN</b> 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.  |   | <b>Part 11 For Payees Exempt From Backup Withholding</b> (See the instructions on page 2.) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Social security number<br><table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table> OR<br>Employer identification number<br><table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table> |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Part III Certification</b>   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Under penalties of perjury, I certify that:   |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 1. 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<br>2. 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.)  |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Sign Here</b>  | 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

- 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](http://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.

## **Attachment K**

### **Distance Learning Clearinghouse**

#### **Reporting Requirements**

The Vendor shall provide the Chancellor with:

A quarterly report, consisting of the following:

- The entities offering courses on the Clearinghouse identified by school district, community school, STEM schools, institution of higher education, non-profit entity and for-profit entity
- The entities participating in courses on the clearinghouse identified by school district, community school, STEM school, institution of higher education, non-profit entity, and for-profit entity.
- A description of the courses in the DLC by subject matter, grade level, and higher education course type
- The annual amount of fees charged and received through the DLC
- The average grade received by students taking courses in the DLC grade level and subject matter
- The number of number students taking courses through the DLC, by grade level and subject matter
- The course completion rates of individuals taking courses through the DLC.
- Other reports as specified by the Chancellor