

DAYTON PUBLIC SCHOOLS

**Request for Proposal
Interactive Video Distance Learning (IVDL)
Equipment Services in the
Dayton Public Schools**

DAYTON BOARD OF EDUCATION

115 South Ludlow Street
Dayton OH 45402-1812



Proposals will be accepted until **11:00 AM Wednesday, January 27, 2010** at Dayton Public Schools, Fiscal Services Offices, 115 South Ludlow Street, 5TH Floor, Dayton OH 45402, for furnishing the services described herein.

RFP No. 09-770

Date: January 8, 2010

LEGAL NOTICE

Dayton Public School District (DPSD) intends to Award to a qualified service provider for IVDL Equipment. This initiative is known as Interactive Video Distance Learning (IVDL) Equipment services.

On January 8, 2010, DPSD will post a formal solicitation for RFP 09-770 – IVDL Equipment for the Dayton Public Schools at web site: www.dps.k12.oh.us. All interested parties, potential Offerors, and those seeking to do business are hereby notified that this web site will be updated periodically to include additional documentation. Interested parties, potential Offerors and those seeking to do business should continuously check this web site to make sure to receive any additional information posted regarding this solicitation.

Based on Ohio Revised Code 5719.042, the Dayton Board of Education requires that all firms submit with their proposal an affidavit affirming status of delinquency on property taxes.

The point of contact for this solicitation is Mr. Bobby J Smith, Senior Contract Specialist 937-542-3589. Please e mail all questions and inquiries to bjsmith@dps.k12.oh.us.

Proposals will be received no later than 11:00 AM Eastern Standard Time, Wednesday, January 27, 2010 at the Dayton Public Schools Administration Building, Fiscal Services Offices, 115 South Ludlow Street, 5TH Floor, Dayton OH 45402.

BY ORDER OF THE DAYTON BOARD OF EDUCATION

Jeffrey J. Mims, President

Stanley E. Lucas, Treasurer

Publication Dates: January 8 and January 11, 2010

Table of Contents

1	INTRODUCTION.....	5
1.1	PURPOSE OF THIS RFP	5
1.2	STRUCTURE OF THIS RFP	5
2	BACKGROUND	5
3	SCOPE OF SERVICE	5
3.1	ATTACHMENTS.....	7
3.2	NON-DISCLOSURE STIPULATION ON DPSD CONFIDENTIAL/PROPRIETARY DATA	7
4	INSTRUCTIONS TO OFFERORS	7
4.1	CONTACTS.....	7
4.2	INQUIRIES.....	8
4.3	COMMUNICATION RESTRICTIONS	8
4.4	SCHEDULE OF EVENTS.....	8
4.5	PROPOSAL SUBMITTAL	9
4.5.1	<i>Proposal Packaging.....</i>	<i>9</i>
4.5.2	<i>Format of Proposals</i>	<i>9</i>
4.5.3	<i>Proposal Deadline and Delivery Location</i>	<i>10</i>
4.5.4	<i>Acknowledgement of Binding.....</i>	<i>10</i>
4.5.5	<i>Acceptance of Terms & Conditions and RFP Process.....</i>	<i>10</i>
4.5.6	<i>Ownership of Proposals.....</i>	<i>11</i>
4.6	WAIVER OF DEFECTS	11
4.7	MULTIPLE OR ALTERNATE PROPOSALS	11
4.8	AMENDMENTS TO PROPOSALS.....	11
4.9	AMENDMENTS TO THE RFP	11
4.10	OWNERSHIP OF DELIVERABLES	12
4.11	LICENSES.....	11
4.12	INSPECTION OF FACILITIES	12
4.13	NON-WAIVER OF DEFAULTS	12
4.14	NON-APPROPRIATION OF FUNDS	12
4.15	OFFER EXPIRATION	12
5	EVALUATION CRITERIA.....	12
5.1	DISCLOSURE OF PROPOSAL CONTENTS.....	12
5.2	REJECTION OF PROPOSALS	13
5.3	PROPOSAL EVALUATION OVERVIEW	13
5.4	INITIAL REVIEW	13
5.5	CLARIFICATION REQUESTS.....	14
5.6	COMMITTEE REVIEW OF THE PROPOSALS	14
5.7	PROPOSAL EVALUATION CRITERIA	14
5.8	CONTRACT NEGOTIATIONS	14
5.9	FAILURE TO NEGOTIATE.....	15
5.10	CONTRACT AWARD	16
6	TERMS & CONDITIONS	16
6.1	CONTRACT TERM	16
6.2	LATE	16
6.3	FACSIMILE.....	16
6.4	OPENING	16

6.5	APPLICABLE LAWS.....	16
6.6	GOVERNING LAW	17
6.6.1	<i>Equal Opportunity</i>	17
6.7	TERMINATION CLAUSES	17
6.7.1	<i>Termination for Convenience</i>	17
6.7.2	<i>Termination for Default</i>	17
	PAST PERFORMANCE.....	19
	Non Collusion Statement.....	20
	Affidavit of Disclosure.....	20

Table of Attachments

Attachment I:	Past Performance	I-19
Attachment II:	Non Collusion Statement.....	II-20
Attachment III:	Affidavit of Disclosure.....	III-21

1 Introduction

1.1 Purpose of This RFP

The purpose and intent of this Request for Proposal is to solicit IVDL Equipment in the Dayton Public Schools from qualified sources and to establish award through evaluation for the Dayton Public School. Our intent is to select a single vendor that will best meet the needs of Dayton Public Schools District (herein referred to as DPSD).

1.2 Structure of This RFP

This RFP is organized into six (6) sections and has three (3) attachments. The sections and attachments are listed below.

- 1. Introduction**
 - 2. Background**
 - 3. Scope of Service**
 - 4. Instructions to Offerors**
 - 5. Evaluation Criteria**
 - 6. Terms & Conditions**
- Attachments**
Past Performance
Non Collusion Statement
Affidavit of Disclosure

2 Background

The Dayton Public School District is a large urban school district with 2,800 employees and approximately 15,231 students attending the city's approximately 25 elementary schools, 7 middle/high school buildings, and two special center facilities. There are also approximately 6 administrative facilities. As a result of the evolution to a decentralized management philosophy, the expectation of producing higher levels of services with decreasing resources, the school district foresees the necessity to maximize the value currently received. We are considering a minimum of 25 IVDL units. Please provide total cost for 25 units and per unit cost.

3 Scope of Service

DPS IVDL Equipment Specifications

Video Standards

H.264
H.263
H.261
H.239

Content Video Resolution

- Must have High-Definition capabilities

Features

- Single HD Camera (720p)
- (1) HDCI camera input
- Need dvd/vcr inputs & outputs
- Need auxiliary-video input
- Need DVI- input
- Minimum (1) HD Monitor Output

Input

- SXGA (1280 x 1024)
- SVGA (800 x 600)
- XGA (1024 x 768)

Output

- SVGA (800 x 600)
- XGA (1024 x 768)

Network

- Must be willing to work with district IT representatives to successfully transition equipment into our network environment (At least 24 hours)
 - o Provide end-user documentation/guides/handbooks during training for administrators
 - o Provide technical-user documentation/guides/handbooks during training for district tech representatives
- H.323 up to 4 Mbps

Warranty/Maintenance Service

- o Must be willing to provide on-site training session and provide setup of all IVDL units (Also, note above networking specifications)
- Need hardware and software maintenance agreement
 - o Quote for 1 yr.
 - o Quote for 2 yrs.
 - o Quote for 3 yrs.

Options

- People + Content: H.239

3.1 Attachments

In addition to the aforementioned requested information, the following attachments must be completed and returned:

Past Performance	Attachment I
Non Collusion Statement	Attachment II
Affidavit of Disclosure	Attachment III

Past Performance/Reference Sheets

Offerors shall demonstrate their experience in successfully providing Interactive Video Distance Learning that were similar in their nature, size, and scope to this RFP, by completing Attachment I for the applicable bid package.

3.2 Non-disclosure Stipulation on DPSD Confidential/Proprietary Data

The Offeror shall take all precautions necessary and appropriate to ensure the confidentiality of DPSD record information. The Offeror shall limit access to the DPSD records only to its authorized representatives. Except as authorized by DPSD, the Offeror shall not reproduce any DPSD records. DPSD shall have the right to review the Offeror's procedures for handling DPSD records and may make such inspections, as it deems necessary to ensure that the Offeror is safeguarding the DPSD record information adequately.

4 Instructions to Offerors

This section provides information about how the proposal for services should be structured and includes specific items that must be addressed. Also included are questions that must be answered in order for the firm to be considered. Each proposal should be constructed according to the format provided below. Proposals that do not conform to the specified format may be rejected. **PROPOSALS MUST BE SUBMITTED IN QUADRUPLICATE (1 ORIGINAL AND 3 COPIES).**

4.1 Contacts

The following person will represent the Dayton Public Schools during the Proposal process and the period of performance of the award:

Mr. Bobby J. Smith
Senior Contract Specialist
115 South Ludlow Street, 5th Floor
Dayton, Ohio 45402

During the period of performance of the contract a DPSD representative (the “Contract Representative”) will represent DPSD and be the primary contact for matters relating to the award. The Project Representative will be designated in writing after the award.

4.2 *Inquiries*

Internet inquiries regarding this RFP can be made any time during the inquiry period listed in the Calendar of Events. Offerors may submit inquiries using the following process:

- E mail inquiries to Mr. Bobby J. Smith at bjsmith@dps.k12.oh.us.
- Follow up with a telephone call to Mr. Bobby J. Smith at 937-542-3589.
- Responses to inquiries will be made available as described below. Offerors submitting inquiries will not receive a personalized response.

Inquiries about a specific portion of this RFP shall reference the relevant part of this RFP, the Paragraph Number and Title for the provision in question and the page number of the RFP where the provision can be found. The inquiry shall contain the name of the prospective Offeror’s representative who is responsible for the inquiry, the prospective Offeror’s name, and its representative’s business phone number.

Offerors may view inquiries and responses using the following process:

- Access the DPSD Web site at www.dps.k12.oh.us
- Select the “Bid Information” link
- Select the “DPSD IVDL Services” menu option
- Select the “View Q&A” icon to display all inquiries with responses submitted to date.

4.3 *Communication Restrictions*

From the release of this RFP until a Proposal is selected and the Contract executed, prospective Offerors may not communicate with any DPSD staff or Member of the Dayton Board of Education concerning this RFP except through the inquiry method. This does not apply to communication during the evaluation process if DPSD initiates the communication. If an Offeror engages in any unauthorized communication, DPSD may reject that Offeror’s proposal.

4.4 *Schedule of Events*

The schedule for this procurement is given below. DPSD may change this schedule at any time. If DPSD changes this schedule before the Proposal due date, it will do so through an announcement on the DPSD Web site followed by an

amendment to this RFP. It is each prospective Offeror's responsibility to check the DPSD Web site for current information regarding this RFP and its Calendar of Events.

Firm Dates

RFP Issued	Friday, January 8, 2010
Inquiry Available	Friday, January 8, 2010
Inquiry Ends	Monday, January 18, 2010
Proposal Due Date:	Wednesday, January 27, 2010 at 11:00 a.m. EST

Estimated Dates

Proposal Evaluation	Thursday, January 28, 2010 through Monday, January 31, 2010
Award	TBD

4.5 Proposal Submittal

4.5.1 Proposal Packaging

Each Offeror shall submit four (4) complete, sealed and signed copies of relative bid package proposal. Each Proposal shall be clearly marked, DPSD – Interactive Video Distance Learning –“RFP# 09-770” on the outside of each envelope.

4.5.2 Format of Proposals

Dayton Public Schools wants clear and concise Proposals. But Offerors should take care to completely answer questions and meet the RFP's requirements. The requirements for the Proposal's binding and formatting are as follows:

- Proposals shall be on 8.5” by 11” paper
- Minimum 10 point type
- Each Proposal shall include a cover letter signed by an individual with the legal authority to commit the Offeror to this acquisition. The cover letter shall also identify the Offeror's authorized point of contact for this acquisition as well as that point of contact's phone number and FAX number.
- Each Proposal shall clearly identify the bid package and services with unit pricing.

All Offerors are on notice that DPSD will not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether DPSD awards through this process, decides not to go forward with the award, cancels this RFP for any reason, or awards through some other process or issuing another RFP.

4.5.3 Proposal Deadline and Delivery Location

Proposals shall be received no later than Wednesday at 11:00 AM, Eastern Standard Time, the 27th day of January 2010 at the following location:

Dayton Public Schools
Fiscal Services Office
115 South Ludlow Street, 5th Floor
Dayton, OH 45402
Attn: RFP# 09-770

Dayton Public Schools shall reject any Proposals or unsolicited Proposal amendments that are received after the deadline. Any Offeror that mails its proposal shall allow for adequate mailing time to ensure its timely receipt. Each Offeror shall carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered, except as allowed by this RFP.

4.5.4 Acknowledgement of Binding

By submitting a Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The Offeror also agrees that any contract(s) resulting from the award will be the complete and exclusive statement of agreement between DPSD and the Offeror and will supercede all communication between the parties regarding the Contract's subject matter.

4.5.5 Acceptance of Terms & Conditions and RFP Process

Dayton Public Schools may reject any Proposal if the Offeror takes exception to the terms and conditions of the RFP, fails to comply with the procedure for participating in the RFP process, or the Offeror's proposal fails to meet any requirement of this RFP. Dayton Public Schools may also reject any Proposal it believes is not in its interest to accept and may decide not to do business with any of the Offerors responding to this RFP.

4.5.6 Ownership of Proposals

All Proposals and other material submitted will become the property of DPSD and will not be returned. Proprietary information may not be included in a proposal or supporting materials because DPSD will have the right to use, except for cost information, any materials or ideas submitted in any Proposal without compensation to the Offeror.

Dayton Public Schools will retain all Proposals or a copy of them, as part of the contract file, for at least three (3) years. After the retention period, DPSD will destroy, or otherwise dispose of the Proposals or the copies.

4.6 Waiver of Defects

Dayton Public Schools has the right to waive any defects in any Proposal or in the submission process followed by an Offeror. But DPSD will only do so if it believes that it is in DPSD' interest and will not cause any material unfairness to other Offerors.

4.7 Multiple or Alternate Proposals

Dayton Public Schools welcomes multiple Proposals from a single Offeror, but requires each such Proposal to be submitted separately from every other Proposal the Offeror makes. Additionally, the Offeror shall treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation, and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials from another Proposal made by the Offeror or refer to another Proposal. Dayton Public Schools will judge each alternate Proposal on its own merits.

4.8 Amendments to Proposals

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

4.9 Amendments to the RFP

If DPSD decides to revise this RFP before the Proposal due date, amendments will be announced and provided via the DPSD Web Site area for this RFP. Prospective Offerors receiving the RFP through the Internet shall obtain the amendment from the DPSD Web site for this RFP. Should DPSD make an amendment to the RFP after Proposals have been submitted, but prior to Proposal Deadline, the Offeror will be permitted to resubmit their Proposal. Resubmission shall be prior to official Proposal Deadline.

4.10 Ownership of Deliverables

All custom work done by the Offeror and covered by this award will be treated as "work for hire" on the behalf of DPSD, with all rights, title, and interest in all intellectual property that come into existence through the Offeror's custom work being assigned to DPSD. Additionally, the Offeror waives any author rights and similar retained interests in custom-developed material.

4.11 Licenses

The Firm shall be required to obtain any necessary licenses and permits shall comply with all local, federal, state and government codes and ordinances without cost to the DPSD.

4.12 Inspection of Facilities

The DPSD may require an inspection tour of Firm's facilities at the location where the products or services provided will be initiated.

4.13 Non-Waiver of Defaults

Any failure by the DPSD to enforce or require the strict keeping and performance of any terms or conditions of the contract shall not constitute a waiver of such terms and conditions, nor shall it affect or impair the right of the DPSD to avail itself of such remedies as it may have for any breach of the terms and conditions

4.14 Non-Appropriation of Funds

Any award resulting from this Request for Proposal is subject to appropriation of funds BY THE DPSD for each fiscal year(s) for services listed herein. No legal liability on the part of DPSD arises until funds are made available for this Contract and the Offeror is so notified by DPSD in writing.

4.15 Offer Expiration

All offers shall remain open for 90 days following the date established for submission of offers and for such longer time as is mutually agreeable.

5 Evaluation Criteria

5.1 Disclosure of Proposal Contents

Dayton Public Schools will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, DPSD will seek to keep the contents of all Proposals confidential until award.

5.2 Rejection of Proposals

Dayton Public Schools shall reject any late Proposal. Dayton Public Schools may reject any Proposal that is not in the required format, does not address all requirements of this RFP, or that DPSD believes is excessive in price or otherwise not in its interests to consider or accept. In addition, DPSD may cancel this RFP,

reject all the proposals, and seek to execute the award through a new RFP or other means.

5.3 Proposal Evaluation Overview

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

1. The Procurement Representative's (or designee's) Initial Review of all Proposals for Defects.
2. The Evaluation Committee's Evaluation of the Proposals.
3. Requests for More Information (Interviews and/or Presentations).
4. Negotiations (if necessary).
5. Award

If the committee finds that one or more Proposals should be given further consideration at any phase, the committee may select one or more of the highest-ranking Proposals to forward to the next phase. The committee may alternatively choose to suspend from further consideration the lowest scoring Proposals or any Proposal felt not to be in DPSD's interest to further consider.

The committee may also choose to bypass any or all-subsequent phases and make an award based solely on the current evaluation phase. Therefore, award may be made without clarification requests, interviews, presentations, negotiations, or discussions.

It is within the purview of the evaluation committee to decide whether phases four and five are necessary. The committee has the right to eliminate or add phases as deemed necessary to ensure a complete, thorough, and impartial evaluation.

5.4 Initial Review

The Procurement Representative (or designee) will review all Proposals for timeliness, format, and completeness.

The Procurement Representative will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the Procurement Representative will chair. These Proposals will be under active consideration.

5.5 Clarification Requests

During the evaluation process, the Contract Representative or the evaluation committee may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct any defects in its Proposal if doing so does not result in an unfair advantage for the Offeror. The Offeror shall

have two (2) working days to respond to a DPSD Clarification Request (CR). If the Offeror has not responded to the request within the specified timeframe, the Offeror shall be considered non-compliant and may be withdrawn from Active Consideration. The Contract Representative and/or their designee via telephone will notify an Offeror of a CR. Once notified, the Offeror shall receive the CR via FAX for response. The Offeror shall hand deliver or FAX the CR response directly to the Contract Representative within the timeframe specified above. Receipt by DPSD of the CR response is solely the responsibility of the Offeror. DPSD will not be responsible for non-receipt of CR responses (e.g., FAX failure).

5.6 Committee Review of the Proposals

The evaluation committee will evaluate and numerically score each Proposal that the Procurement Representative has forwarded to it. The evaluation will be according to the evaluation criteria contained in this part of the RFP.

The evaluation committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or other DPSD personnel with technical or professional experience that relates to the award or to a criterion in the evaluation process. The evaluation committee may seek reviews of end users of the awarded service, or the evaluation or advice of other DPSD committees that have subject matter expertise or an interest in the award.

5.7 Evaluation Criteria of Offerors

- A. Cost
- B. Relevant experience and qualifications
- C. Capability to provide solicitation requirements in a timely manner
- D. Past Performance

5.8 Negotiations

Negotiations may be conducted with any Offeror who submits a competitive proposal, but the committee may limit discussion to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be required in writing and incorporated in the RFP or the Offeror's proposal as appropriate. Any Offeror whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP. But should the evaluation process have resulted in a top-ranked Proposal, the committee 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 committee may then go down the line of remaining Offerors, according to rank,

and negotiate with the next highest-ranking Offeror. Lower-ranking Offerors do not have the right to participate in negotiations conducted in such a manner.

Auction techniques that reveal an Offeror's price to another or reveal any 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.

It is entirely within the discretion of the committee whether to allow negotiations. An Offeror must not submit a Proposal assuming there will be an opportunity to negotiate any aspect of the Proposal. The committee is free to limit negotiations to particular aspects of any Proposal, to limit the Offerors with whom the committee wants to negotiate, or to dispense with negotiations entirely.

5.9 Failure to Negotiate

The negotiations will normally be held to correct deficiencies in the preferred Offeror's Proposal. If negotiations fail with the preferred Offeror, the committee may negotiate with the next Offeror in ranking. Alternatively, the committee may decide that it is in the interests of DPSD to negotiate with all the remaining Offerors to determine if negotiations lead to an adjustment in the ranking of the remaining Offerors.

From the opening of the Proposals through the award process, everyone working on the behalf of DPSD to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other Offerors, and the evaluation committee will not be allowed to tell one Offeror about the contents of another Offeror's Proposal in order to gain a negotiating advantage.

Before the award or the 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 part of the contract file open to inspection to the public. The written changes will be drafted and signed by the Offeror and submitted to the evaluation committee within five (5) business days. If the evaluation committee accepts the change, the Procurement Representative will give the Offeror written notice of the committee's acceptance. The negotiated changes to the successful Offeror will become part of the Contract.

If an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, DPSD may terminate negotiations with that Offeror.

5.10 Award

DPSD intends to award resulting from this solicitation to the responsible Offeror whose Proposal represent the best value after evaluation to DPSD in accordance with the factors stated in the RFP.

6 Terms & Conditions

All conditions and provisions of the RFP are deemed to be accepted by the firm and incorporated by reference in the statement of qualifications and will apply to subsequent award arrangements.

6.1 Award Term

The minimum term of the award resulting from this RFP shall be determined upon contract award.

6.2 Late

Late proposals will NOT be accepted.

6.3 Facsimile

Facsimile proposals will not be accepted.

6.4 Opening

There will not be a public opening; however, interested Offerors submitting proposals for consideration may request a copy of the Proposal Register after the Proposal deadline has passed.

6.5 Applicable Laws

The revised code of the State of Ohio, and the applicable resolutions of the Dayton Board of Education (The Board) in so far as they apply to the laws of competitive bidding contracts and purchases are made a part hereof, as if fully restated herein. All laws of the United States of America, the State of Ohio, City of Dayton, County of Montgomery applicable to the products or services discussed herein or to be provided hereby, are also made a part hereof.

6.6 Governing Law

Any award resulting from this request for proposal is subject to DPSD's policies and the law of the State of Ohio.

6.6.1 Equal Opportunity

The contractor to whom is awarded shall comply fully with the provisions of Sections 153.59 and 153.60, Revised Code of Ohio, relative to discrimination and intimidation of employees. The contractor or vendor agrees that he will not discriminate against any employees or applicant for employment, because of race, sex, color, creed, national origin, or ancestry, which action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, rates for pay or other forms of compensation, and selection for training, including apprenticeship. The contractor or vendor further agrees to post inconspicuous places available to employees and applicants for employment, notices, to be provided by the City of Dayton, setting forth the provision of this equal opportunity employment clause.

The contractor or vendor agrees, in his solicitations for employees, to state that all qualified applicants will receive consideration for employment without regard to race, sex, color, creed, national origin or ancestry. Then contractor or vendor agrees to cooperate fully with the DPSD to insure that the provisions of this equal opportunity employment clause are being carried out.

6.7 Termination Clauses

6.7.1 Termination for Convenience

DPSD may terminate the award, in whole or in part, whenever it is determined that such termination is in the best interest of the District, without showing cause, upon giving 60 days written notice to the vendor. DPSD shall pay all reasonable cost incurred by the vendor up to the date of termination. The vendor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

6.7.2 Termination for Default

When the contractor has not performed or has unsatisfactorily performed the services; DPSD may terminate the award for default. Upon termination for default, payment may be withheld at the discretion of DPSD. Failure on the part of a contractor to fulfill the contractual obligations shall be considered just cause for termination of the award. The contractor will be paid for work satisfactorily performed prior to the termination, less any excess costs incurred by the Dayton Board of Education in procuring and completing the terms of the award. If at any time during the term of the award, the school district determines that the vendor has not kept and observed the conditions of the award, and has not corrected the breach within five (5) working days following receipt of written notice, the School District shall have the right, in its sole discretion to terminate said award upon five (5) days additional written notice.

It is expressly agreed and understood by the contractor or vendor that all foregoing clauses of this RFP constitute a material condition of this request for proposal and any subsequent awards, and that failure to comply therewith shall constitute a breach thereof, entitling the Dayton Board of Education to terminate the award at its option.

ATTACHMENT I

CONTRACTOR PROFILE PAST PERFORMANCE

The Offeror shall include three (3) references. These references shall be from contracts that were completed in the past five- (5) years in providing IVDL equipment. Offerors shall be given special consideration if the past performances presented demonstrate experiences in a K-12 school system equal to or larger in size than DPSD as described in this RFP.

The Offeror shall copy as needed and complete the following form to demonstrate the required past performance.

Contractor Name:		
Company/Institution:	Contact:	
Address:	Phone Number:	
Contract Value: \$	Beg. Date of Contract: Month/Year	End Date of Contract: Month/Year
Description of related services provided:		

ATTACHMENT II

NON-COLLUSION STATEMENT

DECLARATION UNDER PENALTY OF PERJURY

The undersigned declares: that he/she holds the position indicated below as a corporate officer or the owner or partner in the business entity submitting these qualifications; that the undersigned is informed of all the relevant facts surrounding the preparation and submission of these qualifications; that the undersigned knows and represents and warrants to the Dayton Public School District that these qualifications are prepared and submitted without collusion with any other person, business entity or corporation; and, that the Firm submitting these qualifications is the only person, business entity, or corporation with any interest in the resultant contract.

I declare under penalty of perjury that the foregoing is true and correct.

FIRM: _____

BY: _____
(SIGNATURE)

TITLE: _____

ADDRESS: _____

DATE: _____

ATTACHMENT III

**AFFIDAVIT ON DISCLOSURE OF DELINQUENT PERSONAL
PROPERTY TAXES**

(R.C. 5719.042)

State of Ohio
County of Montgomery

The undersigned being duly authorized officer (s) or owner (s) of (company) do solemnly swear or affirm that charges of personal property taxes of any county in which the Dayton board of Education has territory (have) (have not) been made against (company).

Signature of Officer or Owner

Sworn or affirmed to before me and subscribed in my presence this

_____ day of _____.

Notary Public

My Commission Expires_____