

**REQUEST FOR PROPOSAL
FOR PRE-PLATED MEALS AND
FOOD MANAGEMENT SERVICES
FOR PK THROUGH 8 GRADES
FOR
DAYTON PUBLIC SCHOOLS**



**DAYTON BOARD OF EDUCATION
Office of Fiscal Services
115 South Ludlow Street, 5th Floor
Dayton, Ohio 45402-1812**

**PRE-PROPOSAL MEETING
OCTOBER 12, 2009
10:00 A.M.**

4280 N. James H. McGee Blvd., 2nd Floor, Dayton, Ohio 45427-3482

Proposals will be accepted at the Office of the Treasurer, 5th floor, Dayton Board of Education Administration Building, 115 South Ludlow Street, Dayton, Ohio 45405 until 4:00 p.m. local time (Dayton, OH) October 30, 2009

RFP No.: 09-764

Date: September 15, 2009

**REQUEST FOR PROPOSAL
FOR PRE-PLATED MEALS AND FOOD MANAGEMENT SERVICES
FOR PK THROUGH 8 GRADES
FOR
DAYTON PUBLIC SCHOOLS
RFP NO.: 09-764**

Table of Contents

	Page
Signature Page	1.
Legal Notice	2.
 Sections	
Section A - Request for Proposal Document Requirements	3. - 6.
Section B - Background	6.
Section C - General Terms and Conditions	6. - 15.
Section D – Invoices	15. - 17.
Section E - Remedies/Termination/Default	17. - 18.
Section F – Miscellaneous	19. - 20.
Section G - Term of the Contract/Pricing	20. - 22.
Section H- Evaluation Process	22. - 24.
Section I - Specifications	24.
Section J - Good Faith Effort Guidelines	24. - 26.
Section K - Scope of Work, Vendor Requirements and Food Service Related Information	26. - 40.
Section L - Menu Specifications	41. - 49.
 Attachments	
Attachment A - Pricing Forms	51. - 53.

Table of Contents (Continued)

	Page
Attachment B - Reference Sheet	54.
Attachment C - DEDE Information	55. - 57.
Attachment D - Affidavit on Disclosure of Delinquent Personal Property Taxes	58.
Attachment E - Non-Collusion Statement	59.
Attachment F - Sample Affirmative Action Letter	60.
Attachment G - Legacy Schools Master Menu Cycle 2009-10	61. - 65.
Attachment H - Bid Guaranty and Contract Bond	66. - 67.

REQUEST FOR PROPOSAL: 09-764

**PROJECT NAME: Pre-Plated Meals and Management Services for PK Through 8 Grades
For Dayton Public Schools**

For the purposes of this Request for Proposal (RFP), the terms vendor, contractor, supplier, and subcontractor are interchangeable and the terms Dayton Public Schools District (DPSD), and school are interchangeable. All vendors must adhere to the schedule of activities included in this document. Mailed offers should allow for normal transit time to ensure receipt by the specified deadline. Late offers will be returned unopened. The time clock in the Dayton Public Schools District Purchasing & Contract Administration Department will serve as the official record of the time and date that sealed responses are received and will be the sole factor in determining if responses are received in time to be considered.

Questions regarding the specifications in this RFP should be directed in writing to Nancy L. Bowman at nbowman@dps.k12.oh.us. Responses should be addressed to and delivered to:

**Dayton Public Schools District
Office of the Treasurer
5th Floor, Dayton Board of Education Administration Building
115 South Ludlow Street
Dayton, Ohio 45405**

SIGNATURE PAGE

By signing this document, I am agreeing, on behalf of my company, to the specifications of this RFP and I am accepting, without exception or amendment, the Terms and Conditions listed in this document. Any Purchase Order or subsequent contract issued as a result of this RFP will be subject to these terms and conditions, which will be incorporated therein.

COMPANY NAME:

FEDERAL I.D. NUMBER

AUTHORIZED SIGNATURE:

PRINTED NAME:

DATE:

TITLE:

CITY, STATE, ZIP CODE:

TELEPHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

LEGAL NOTICE

Proposals for Pre-Plated Meals and Management Services for PK through 8 Grades, will be received in the Treasurer's Office, 5th floor, Dayton Board of Education Administration Building, 115 South Ludlow Street, Dayton, Ohio 45402 until 4:00 PM., local time October 30, 2009 after which Said proposals will be evaluated and results reported to the Board of Education at its next regularly scheduled meeting after the evaluation of proposals.

On September 20, 2009 DPSD will post a formal solicitation for Pre-Plated Meals and Management Services for PK through 8 Grades 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. Point of contact is Nancy L. Bowman, Purchasing & contract Administration, telephone number (937) 542-3587 and fax number (937) 542-3590.

A mandatory Pre-Proposal Meeting will be conducted on October 12, 2009 at 10:00 AM local time, in the second floor conference room, 4280 N. James H. McGee Blvd., Dayton, Ohio 45427-3482. The purpose of the meeting is to address any concerns or questions pertaining to the specification or solicitation process and to discuss the project in general. Mandatory site visits will be conducted on October 12, 2009 following the Pre-Proposal meeting and October 13, 2009.

All bidders must be approved by the Human Relations Council of the City of Dayton and must submit with proposals evidence of such approval. Based on Ohio Revised Code 5719.042, the Dayton Board of Education requires that all bidders submit with their proposals an affidavit affirming status of delinquency on property taxes. The participation of minority contractors, sub-contractors and suppliers in this project is strongly encouraged.

The Board of Education reserves the right to accept or reject any or all Proposals.

BY THE ORDER OF THE DAYTON BOARD OF EDUCATION

Jeffery J. Mims Jr., President

Stanley E. Lucas, Treasurer

Publication Dates: September 20 and 27, 2009

Proposals Due: October 30, 2009

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

SECTION A – REQUEST FOR PROPOSAL DOCUMENT REQUIREMENTS

Each vendor must provide the following documents in a single, sealed envelope:

1. One (1) original and six (6) paper copies of the signature page of the Request for Proposal. All signatures must be of an authorized company representative.
2. One (1) original and six (6) paper copies of the proposal response to include the Pricing Forms. (See Attachment A)
3. One (1) redacted, electronic copy of the vendor’s proposal. If vendors do not include a redacted copy, DPS will assume that the original document can be released in its entirety.
4. Provide four references including organization names, contact names, phone numbers, value of the contracts, and scope of services provided. References are to be for the same product, same service center, and for contracts of similar size and scope. (See Attachment B.)
5. Evidence of the vendor’s good faith effort to adhere to the district’s policy regarding inclusion of Economically Disadvantaged Enterprises (DEDE) and Local Businesses and Local Residents. (See Attachment C)
6. Proof of General Business Liability Insurance.
7. Proof of Worker’s Compensation Insurance.
8. Transition plan including a :
 - A. Realistic timeline to transfer the functionality to the vendor.
 - B. List of key milestones.
 - C. Brief, high-level communication plan to address impacted employees and their concerns.
 - D. Examples of two problems encountered during similar implementations and a narrative of how the vendor addressed those issues.
9. Operations plan.
10. Performance bond from a surety company listed in the most recent U.S. Department of Treasury Circular 570 in an amount equal to 100% of the estimated cost of the program for the first 12 months.
11. Projected financial reports including an operating budget.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

A. (Continued)

12. Nutrition education plan including:

- A. Promotional materials (posters, menus, flyers, etc.).
- B. Samples of materials used to promote healthy choices.
- C. Examples of alternate menu offerings (low fat, low sodium).
- D. Examples of support of local wellness plans.
- E. Collaborative nutrition education programs with other schools.

13. Employee training and development documentation including:

- A. Customer service.
- B. Food safety and sanitation/Hazard Analysis and Critical Control Points (HACCP)
- C. Work safety.
- D. Portion control and quality food production.

14. Listing of vendor experience in the following areas:

- A. Implementing varying strategies, processes, and systems to maximize existing district resources.
- B. Developing staffing plans and recommendations to meet the varying needs of the district.
- C. Equipment recommendations and provisions (new equipment, use of current equipment, etc.).
- D. Working with various types of food preparation and delivery systems (e.g., Quick Chill, Satelliting).
- E. Working with Point of Service (POS) Systems (technological support/back-up).
- F. Holiday and special event promotions.

15. Recommended menu cycles for both breakfast and lunch and examples of each that have been developed in accordance with the meal pattern requirements specified in 7 CFR Part 210. Each meal on the menu cycle must include a nutritional analysis.

16. Foodservice Biosecurity Management Plan.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

A. (Continued)

17. Resumes of all proposed food service management or supervisory personnel and their proposed positions.
18. Plan to increase participation including implementing strategies to increase breakfast and lunch participation and innovative strategies to increase return of free and reduced lunch applications.
19. Samples of feedback and preferences gathered from students, staff, and parents.
20. Examples of continuous process improvement leading to better, faster service at the schools.
21. Marketing and Merchandising Plan including:
 - A. Use of innovative promotions/promotional events (posters, theme days, branding, taste testing) to target specific audiences, drawing attention to food service.
 - B. Use of varied serving styles (serving lines, express lines, self-service, etc.) to target specific audiences, drawing attention and increasing participation.
 - C. Use of innovative ways to enhance the kitchen/cafeteria atmosphere.
22. Financial Criteria including:
 - A. Balance Sheet (most recent three years).
 - B. Cash Flows (most recent three years).
 - C. Income Statement (most recent three years).
 - D. Credit Quality (debt rating)—Data must be investment grade.
 - E. D & B Rating – Vendor must have a financial stress rating of 1, 2, or 3.
23. A copy of each license, registration, or certification that the vendor is required by law to obtain.
24. Documentation regarding the area supervisor's experience managing food service programs in PK-8 schools, USDA Commodities, developing daily and special event menus, purchasing, and working collaboratively with school personnel and union employees.
25. Organizational commitment to professional development for vendor employees.
26. Escalation process.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

A. (Continued)

27. Names, titles, and telephone numbers of the individuals who are authorized to negotiate on behalf of the vendor.
28. A list of all citations from local, county, or state agencies related to health code violations.
29. A list of all current, pending, or prior litigation related to the delivery of food services or products for the prior period of five years or a statement that the vendor has been involved in no litigation related to delivery of food services or products for the same period.
30. A list of all contracts that have been canceled by the vendor or a school in the last five years or a statement that no cancellations have occurred within the prior five-year period.
31. Disclosure of lobbying activities pursuant to 31 USC 1352 (7 CFR Part 3018).

A mandatory pre-proposal meeting will be conducted on October 12, 2009 at 10:00 a.m. local time in the second floor conference room, 4280 N. James H. McGee Blvd., Dayton, Ohio 45427-3482. The mandatory site visits will be conducted following the pre-proposal meeting and on October 13, 2009.

Please do not place the RFP documents in a binder, bind the documents in any fashion, or include sales literature. Vendors that do not adhere to the requirements listed above may be considered non-responsive and their offers may be eliminated from consideration.

Elaborate brochures, artwork, expensive paper, and visual materials are neither necessary nor desired and may be construed as an indication of the vendor's lack of cost consciousness.

SECTION B- BACKGROUND

Dayton Public Schools is located in Dayton, Ohio, and operates 34 schools serving approximately 15,500 students. Facilities include a total of 39 buildings, which are located in Montgomery County. The number of employees is approximately 2,300. Administrative offices are located at 115 South Ludlow Street, Dayton, Ohio, 45402.

SECTION C—GENERAL TERMS AND CONDITIONS

C1. Attention to Detail

By submitting an offer, the vendor acknowledges that it has reviewed and understands the specifications and conditions under which the resulting contract will be accomplished. This includes the contents of all RFP documents, regulations, and applicable laws. Once opened, offers may not be altered.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

C1. (Continued)

Vendors are required to satisfy themselves by personal examination of the proposed contract documents and investigation of the conditions of the work site in order that they may be fully informed of the contract requirements, the existing conditions, and the difficulties likely to be encountered in the execution of the work.

C2. Materials Ownership

All offers and other materials submitted in response to this RFP become the property of Dayton Public Schools. Dayton Public Schools may choose to retain or return these materials to the vendor at the vendor's expense.

C3. RFP Amendments and Contract Changes

Any prospective vendor desiring an explanation of this RFP must make such a request using the e-mail address listed on the first page of this document. If the request is addressed, it will be made available to all vendors. If this RFP requires addenda, they will be included in the scope of work and will become part of the contract documents. Addenda may be issued up to seventy-two (72) hours preceding the RFP opening date and time, excluding weekends and holidays. Addenda and answers to vendor questions will be published on the internet at www.dps.k12.oh.us under the "For Vendor" tab, under "Request for Proposals and Quotes." It is the responsibility of the vendors to check that site to ensure that they have up-to-date information.

Waivers, Changes, or Modifications to any subsequent contract must be made in writing and signed by both parties. If a party to any subsequent contract does not demand strict performance of any clause in this contract, the party has not waived or relinquished any of its rights; and the party may at any later time demand strict and complete performance of the contract.

Dayton Public Schools reserve the right to postpone the RFP opening for its convenience.

C4. Proposal Rejections

The district reserves the right to reject all offers, waive technicalities, amend the original estimates, and advertise for new offers on the required products or services. Offers failing to respond to all requirements may be rejected.

C5. Information Requested

Dayton Public Schools may request additional information from a vendor at any time.

C6. Withdrawal

Vendors may withdraw their offers at any time before the opening date. After the opening, vendors may only withdraw their offers as provided in ORC 9.31. Offers may be withdrawn by giving written notice to the Dayton Public Schools Purchasing Department before the time and date of the RFP opening.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

C7. Insurance Requirements

Throughout the contract period, the successful vendor will be required to maintain a comprehensive insurance program. A Certificate of Insurance reflecting the type of coverage and amount must be submitted with the response. If there is any change in the vendor's insurance carrier or liability amounts, a new certificate must be supplied to Dayton Public Schools. Insurance coverage limits are listed below:

1. Comprehensive Liability: \$20,000,000 aggregate and a \$5,000,000 limit per occurrence including:
 - A. Bodily Injury Liability: All sums which the company will become legally obligated to pay as damages because of bodily injury, sickness, or disease, including death at any time resulting there from, sustained by any person other than its employees and caused by occurrence.
 - B. Property Damage Liability: All sums which the company will become legally obligated to pay as damages because of injury to or destruction caused by occurrence.
2. Automobile Liability: \$2,000,000 limit per occurrence
 - A. Bodily Injury Liability: All sums which the company will become legally obligated to pay as damages because of bodily injury, including death at any time resulting there from, sustained by any person other than its employees and caused occurrence and rising out of ownership, maintenance, or use of any automobile.
 - B. Property Damage Liability: All sums that the company will become legally obligated to pay as damages because of injury to or destruction of property caused by occurrence and rising out of ownership, maintenance, or the use of any automobile.

Dayton Public Schools must be notified in writing 30 days in advance of the reduction or cancellation of insurance policies. DPS reserves the right to approve all policy deductibles and levels of self-insurance retention.

C8. Worker's Compensation Insurance

The vendor will take out and maintain, during the life of the contract, adequate worker's compensation insurance for all employees; and, in case any work is sublet, the vendor will require the subcontractor similarly to provide Worker's Compensation insurance for the latter's employees, unless such employees are covered by the protection afforded by the vendor. The vendor will furnish a copy of the Worker's Compensation certificate showing that the vendor has paid the industrial insurance premium. The vendor will also provide unemployment compensation insurance in the amounts required by law and will be solely responsible for the acts of the vendor, its employees, and agents.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

C9. Dayton Public Schools Community Inclusion Program

1. **Purpose:** The Dayton Board of Education and Dayton Public Schools are committed to assuring that all qualified vendors, subcontractors, and suppliers have an equal opportunity to participate in contracts for goods and services issued by Dayton Public Schools. The outreach program has been established in furtherance of this goal and for the purpose of promoting the participation of Economically Disadvantaged Enterprises (DEDE) capable of providing labor, materials, and services in connection with all expenditures by Dayton Public Schools; advancing local economic revitalization in the award and administration of contracts to include Local Businesses; and to provide meaningful job opportunities for workers who are Local Residents. This program is not a race-based or gender-based quota or set-aside program.
2. **Goal:** Dayton Public Schools aspires to achieve the goal of 35% participation by DEDEs through direct contracts issued by Dayton Public Schools, as well as in any subcontracts for supplies or services issued by any contractor or vendor doing business with Dayton Public Schools.
3. **Vendor Duties:** The vendor will not discriminate on the basis of race, color, religion, disability, national origin, or gender in the performance of this contract. The vendor represents that it has obtained from the district's Purchasing Department a copy of the DPS Community Inclusion Program, understands the obligations imposed upon it by the policy, and will comply with the requirements of the policy.
4. **Required Submissions:** Each vendor submitting a response to this RFP will include a certification of the vendor's commitment to make good faith efforts to select and engage the services of DEDEs by including a completed DPS Community Inclusion Subcontractor and Workforce Participation Forms included in this RFP.
5. **Letter of Intent to Subcontract:** Where applicable, each vendor will include with this RFP one completed Letter of Intent to Subcontract signed by each DEDE that has agreed to perform subcontract work or provide supplies for the vendor. All vendors who are awarded a contract with Dayton Public Schools are required to submit a Contract Completion Survey after all work is completed. Vendors may also be required to submit periodic reports to the Purchasing Department during the term of the contract. Failure to provide a Contract Completion Survey or any requested information about utilization of DEDEs during the contract term may be a basis for finding the vendor ineligible for future contracts.

C10. Equal Opportunity Provisions

The vendor awarded a contract under this RFP will adhere to the provisions of the Ohio Revised Code (ORC) 125.111 by agreeing that:

1. In hiring of employees for the performance of work under the contract or any subcontract, it will not, by reason of race, color, religion, sex, age disability as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

C10. (Continued)

2. It will not discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, or disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.
3. It will have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E) (2) of section 122.71 of the Revised Code. Annually, it will file a description of the affirmative action program and a progress report on its implementation with the equal opportunity office of the Ohio Department of Administrative Services.

C11. Delinquent Personal Property Taxes

A notarized Delinquent Personal Property Taxes Affidavit must be submitted. Vendors must not be charged with delinquent personal property taxes on the general list of personal property in Montgomery County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Montgomery County, Ohio. (See Attachment D)

C12. Non-Collusion Statement

Non-Collusion Statement must be submitted. (See Attachment E)

C13. Contract Administration

The Dayton Public Schools Nutrition Services Department will administer this contract.

C14. Recordkeeping Requirements

During the contract period, the successful vendor will keep all financial records consistent with the Statement of Auditing Standards (SAS) No. 112 and is required to provide Dayton Public Schools or its agents access to any and all records related to a subsequent contract.

C15. Special Conditions

Stipulations included in product specifications or a scope of work, which may be part of this RFP, will take precedence over any provisions in the body of this RFP to the extent that inconsistencies exist.

C16. Signature Required

The responses must be signed in ink. If the vendor is a corporation, insert the corporate name followed by the signature of a person authorized to sign this response. If a partnership, indicate the partnership name followed by the signature of one of the partners. If a sole proprietorship, the signature of the owner is required.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

C17. Delivery

Time will be of the essence for any orders placed as a result of this RFP. Dayton Public Schools reserves the right to cancel such orders, or any part thereof, without obligations if delivery is not made within the time specified or within 30 days of the order date, if no date is specified. If applicable, deliveries will be made during normal school hours which are 8:00 a.m. until 1:30 p.m. All requests for extensions beyond the original delivery date will be directed to the Dayton Public Schools Nutrition Services Department. If applicable, full delivery of products or rendering of services must be completed by the date specified to avoid late delivery charges. Partial deliveries will not satisfy the requested date, unless a written request from the vendor is received and approved prior to the delivery date. Damages assessed for late deliveries will include work days, holidays, and weekends.

Dayton Public Schools does not pay federal transportation charges or local, state, or federally imposed transportation or fuel surcharges. All shipments must be FOB destination with freight and packing, including tax paid by the shipper. Deliveries will be made to the addresses specified by the locations placing the orders.

Delivery locations are subject to change at no additional cost to the district. Deliveries must be brought inside each building and placed in refrigerators, freezers, or other proper storage areas as needed.

C18. Assignment of Subcontractors

This agreement may not be assigned or otherwise transferred to others by the vendor without the prior written consent of Dayton Public Schools.

C19. Permits / Codes

The successful vendor is responsible for obtaining all permits and licenses required for performance of the work specified. All labor and materials provided under this agreement will meet or exceed minimum standards covered by the current applicable code(s) or the vendor will have obtained a legal waiver.

C20. Legal Compliance

The vendor will comply with all applicable federal, state, and local laws in the conduct of the work specified in this RFP including applicable state and federal laws regarding drug-free work places. The vendor will accept full responsibility for payment of all taxes and insurance premiums including, but not limited to, property tax, Unemployment Compensation insurance premiums, Worker's Compensation, all income tax deduction, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the vendor in the performance of the work specified.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

C21. Quality

All material is subject to inspection and rejection, notwithstanding prior payments to obtain cash discounts. Material rejected on account of inferior quality or workmanship or failure to conform to specifications will be returned to the vendor. Dayton Public Schools will make the final determination of quality acceptance or rejection. Failure to meet specification requirements and/or failure to correct or replace unacceptable work at the vendor's expense will be considered a default by the vendor; and the district, at its option, may immediately cancel the contract. The vendor will be responsible for all transportation expenses for returning the rejected materials and subsequent delivery of replacement materials.

C22. Samples

Samples, when requested, must be furnished without charge to Dayton Public Schools and, if not used or destroyed, will be returned at the vendor's expense if requested.

C23. Applicable Laws

This RFP is not subject to the provision of Section 3313.46 of the Ohio Revised Code. This RFP and any contract arising there from will be construed under Ohio law.

C24. Vendor's Terms and Conditions

Vendor's terms and conditions submitted with this RFP which are contrary to those set forth in this RFP will not be a part of any contract awarded as a result of this RFP. Companies that cannot adhere to the terms and conditions outlined in this RFP will not be considered.

C25. Costs Incurred for RFP Submissions

Dayton Public Schools is not responsible for any cost associated with the preparation of responses to this RFP or any other costs incurred by any vendor prior to the execution of a contract.

C26. Safety Requirements

The vendor will be solely responsible for initiating, maintaining, and supervising safety precautions and programs in connection with its work. The vendor will comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss and will erect and maintain all necessary safeguards for such safety and protection. The vendor will notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them and will cooperate with them in the protection, removal, relocation, and replacement of their property.

Any damage, injury, or loss to any property caused directly or indirectly, in whole or in part, by the vendor, subcontractor, supplier, or any person or organization directly or indirectly employed by any of them to perform work will be remedied by the vendor.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

C27. Cooperative Opportunities

Dayton Public Schools may permit authorized schools, counties, townships, or municipalities, hereafter referred to as authorized political subdivisions, to participate in the contracts that Dayton Public Schools has entered into for the purchase of certain supplies, services, materials, and equipment. Upon contract award, authorized political subdivisions are approved to order directly from the successful vendor. All invoices must be sent directly to the authorized political subdivision ordering the supplies, services, materials, or equipment. Under no circumstances is Dayton Public Schools obligated for the authorized political subdivision's financial commitments.

C28. Employee Background Checks

Selected suppliers will be required to conduct criminal background checks on all employees who will be working on school property and will not permit any employee to enter the premises of Dayton Public Schools who has been convicted of any offense listed in Ohio Revised Code 3319.39(B)(1). The supplier must provide written certification that no employee who enters district property has been convicted of or pled guilty to an offense listed in Ohio Revised Code Section 3319.39.

C29. Asbestos

Asbestos-containing materials exist in some school buildings. The vendor, subcontractors, suppliers, or any other person or organization directly or indirectly employed by any of them to perform or furnish any work in connection with this contract will familiarize themselves with the information available from the Dayton Public Schools Director of Facilities Management or the specific school building's administrative office as to the location of asbestos-containing materials or suspected asbestos-containing materials and make that information available to all persons employed by the vendor, subcontractors, suppliers, or any other person or organization directly or indirectly employed by any of them to perform any of the work.

No asbestos-containing materials will be utilized by the vendor, and the vendor will be required to certify in writing that the materials utilized do not contain asbestos. In addition, no known or suspected toxic or hazardous material will be utilized by the vendor if a substitute product is available and equal to the known or suspected toxic or hazardous materials. Anytime a known or suspected toxic or hazardous material is to be used, written permission must be received in advance from the Director of Facilities Management.

C30. Equipment Installation

The vendor will provide and pay for all material, labor, tools, transportation, and handling necessary for the furnishing, delivery, assembly of, and installation of any equipment. The vendor will complete inspections before, during, and after installation of equipment provided under this contract. The vendor will be responsible for any damage to the premises of any site as a result of the installation and will repair and restore any area so damaged to its original

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

C30. (Continued)

condition in a time frame designated by DPS. The vendor will at all times keep the site premises and areas in which work is performed free from accumulation of waste materials or rubbish, tools, installation equipment, machinery, and surplus materials during the work process until completion. The vendor will remove all crates, wrappings, and other waste material or trash from the building.

DPS will bear no risk of loss or damage during the period of transportation, installation, and during the entire time any equipment is in the possession of DPS except when loss or damage is due to fault or negligence by DPS. If damage or loss occurs to the installed equipment caused by negligence or willful act by DPS, reimbursement will be made as follows. The vendor will submit an invoice and a written damage or loss evaluation claim to the DPS Nutrition Services Department. If the damaged equipment can be repaired, the vendor will invoice DPS at the vendor's lowest current price for parts and labor. If the equipment needs to be replaced, the DPS Nutrition Services Department will negotiate with the vendor to arrive at the depreciated value of the replacement unit.

C31. Proprietary Inventory

If distribution of proprietary inventory is involved, the vendor agrees to:

1. Stock and distribute these proprietary items.
2. Purchase the remainder of the proprietary items from our current vendor at a cost to be negotiated between the new vendor and the current vendor. The cost will include the original manufacturer's cost plus a delivery and handling charge of no more than 5%.

Vendors that choose not to transfer any existing inventory from the current vendor will be responsible for covering the current vendor's cost of the items.

Vendors are required to manage the inventory to reduce the amount of stock of proprietary items as the contract nears its termination date.

C32. Debarment and Finding for Recovery

As a condition of this contract, the vendor must not appear on the federal vendor debarment list. If the vendor does appear on the list, the vendor will be disqualified from this contract. The vendor must also certify that it is not subject to an unresolved finding for recovery issued by the Auditor of the State of Ohio pursuant to R.C. 9.24.

C33. Contract Documents

This RFP, the vendor's RFP response, and the signed contract agreement will constitute the contract documents.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

C34. Contract Changes

The district may at any time, by written order, and without notice to the surety, if any, make changes to this contract. If such change causes an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment will be made. Any claim for adjustment under this paragraph must be asserted within ten days from the date the change is offered; provided that the district determines that the facts justify such action, the district may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of this contract. If the parties fail to agree upon the adjustment to be made, the dispute will be determined as provided in Section F of this contract. Nothing in this clause will excuse the vendor from proceeding with the contract as changed. The district is the only entity authorized to approve changes in any of the requirements of this contract. The vendor will not comply with any order, directive, or request that changes or modifies the requirements of this contract, unless issued in writing and signed by an authorized district representative.

C35. Affirmative Action

A copy of the letter from the City of Dayton showing approval of your company's Affirmative Action Plan must accompany the RFP response. **This requirement will not be waived.** Approval must be obtained prior to the RFP submission date of October 30, 2009. (See Attachment F)

Address: City of Dayton
Human Relations Commission
Affirmative Action Division
130 West Second Street, Suite 730
Dayton, Ohio 45402-1501
Phone: (937) 228-7277

SECTION D—BILLING / INVOICING

D1. Invoices

Invoices are to be billed to the Dayton Board of Education and mailed to: Dayton Public Schools, Nutrition Services Department, 125 Heid Avenue, Dayton, Ohio, 45404. The vendor's Federal Tax Identification Number should appear on all statements and invoices. Failure to include the following information will delay processing.

1. Name and address of the supplier.
2. Invoice remittance address as designated in the contract.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

D1. (Continued)

3. Billing period.
4. Location.
5. Unit cost, which must match contract pricing.
6. Calculated extended cost.
7. Description of the product or service that would be understood by a lay person.
8. Purchase Order number.

No payment will be made to the vendor for meals that are spoiled or unwholesome at the time of delivery, that do not meet detailed specifications as developed for each food component or menu item specified in the meal pattern requirements of 7 CFR Part 210 or that do not otherwise meet the requirements of this contract.

All costs charged to DPS must be the net of all discounts, rebates, allowances, or cost reductions received by the vendor for the purchase of items associated with this contract. Such items should be shown on the monthly invoice as a credit or reduction in the amount billed to DPS. Where rebates are not made directly to the vendor without designation to a specific vendor account, the vendor will prorate the discount and credit DPS.

D2. Taxes, Licenses, Fees

The vendor will be solely responsible for the payment of all federal, state, and local taxes. If requested, the vendor will be furnished with an exemption certificate. The vendor will hold DPS harmless for all claims arising from payment of such taxes and fees. Leases of equipment for which Dayton Public Schools retains an option to purchase will be treated as conditional sales for federal income tax purposes, Ohio ad valorem tax purposes, and purposes of the Ohio Uniform Commercial Code. For purposes of any lease or conditional sale of equipment, the vendor will make all filings and returns for property taxes due with respect to the equipment; and Dayton Public Schools will have no responsibility for filing, remitting, or collecting any personal property taxes, including information returns, with respect to the equipment.

The vendor will obtain and post all licenses and permits as required by federal, state, and/or local law.

The vendor will comply with all DPS building rules and regulations.

D3. Cash Discounts

Incorrect or incomplete invoices will be returned for correction or completion, and the discount period will not commence until a corrected invoice is received.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

D4. Estimated Quantities

Any quantities listed in this RFP, or other documents, are estimates for the purpose of pricing. Quantities may vary and are not guaranteed.

D5. RFP Pricing Errors

When there are RFP responses with errors in multiplication or addition, the unit price will be used for calculating the correct total price. If the error is in the unit price, the RFP may be disqualified. Notice of an intention to withdraw such an RFP must be made in writing to Dayton Public Schools within three business days after the vendor is notified of the error.

SECTION E—REMEDIES / TERMINATION / DEFAULT

E1. Remedies

All claims, counterclaims, disputes, and other matters in question between Dayton Public Schools, its agents and employees, and the vendor arising out of, or relating to, this RFP or a subsequent agreement or its breach will be decided in a court of competent jurisdiction within Montgomery County in the State of Ohio.

E2. Termination for Lack of Funding

All contracts issued as a result of this RFP will be subject to annual appropriation by the Dayton Board of Education. In the event that the funds necessary for the continuation of this contract are not approved for expenditure in any year, this contract will terminate on the last day of the fiscal year in which funding was approved, without penalty to Dayton Public Schools.

E3. Termination for Default or Non-Performance

Dayton Public Schools may, after written notice of default or non-performance, terminate this contract in whole or in part with 60 days written notification, subject to the following:

1. Any contract may be terminated for default if Dayton Public Schools is not satisfied with the quality of the services or products provided by the vendor; or the vendor fails to deliver the supplies or to perform the services within the time specified in this contract; or the vendor fails to make progress in correcting the default; or the vendor fails to cure such default within 30 days after receipt of a notice from Dayton Public Schools specifying the default.
2. If Dayton Public Schools terminates this contract in whole or in part due to vendor default or non-performance, the district may acquire, in the manner it considers appropriate, supplies or services similar to those terminated; and the vendor will be liable to the district for any excess costs of those supplies or services. However, the vendor will continue the work not terminated.
3. If failure to perform is caused by the default of a subcontractor and, if the cause of the default is beyond the control of the vendor and subcontractor and without fault or negligence of either, the vendor will not be liable for any excess costs for failure to

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

E3. (Continued)

perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the vendor to meet the required delivery schedule.

4. If, after termination, it is determined that the vendor was not in default, or that the default was excusable, the rights and obligations of the parties will be reinstated in compliance with the original agreement.

E4. Termination by the Vendor

The vendor may terminate this contract with 60 days written notification, provided the vendor agrees to:

1. Give the district 30 days, after receipt of a termination notice, to correct the reasons for the termination.
2. Work with any replacement food service provider to ensure a smooth transition.
3. Leave any equipment and supplies in their current locations until replacements can be delivered and installed.
4. Help resolve any situations, that are the cause of the termination notice, that are beyond the direct control of Dayton Public Schools.

E5. Non-Acceptance Criteria for Goods

No certificate of payment or provision in these RFP documents or any partial shipment of materials or entire occupancy of government will constitute an acceptance of work, materials, or equipment not done or provided in accordance with this contract or relieve the vendor of liability for any express or implied warranties or responsibility for faulty materials, workmanship, or service. The vendor will remedy any defects in the work, materials, or equipment and pay for any other resulting damage to other work, materials, or equipment which appears within one year of final acceptance of the work, materials, or equipment unless a longer period is elsewhere specified. Nothing stated herein will relieve the vendor of common law liability for latent defects, which may appear after this expiration of the warranty period.

E6. Recovery of Debts Owed the District

The vendor hereby agrees that the district may use all or any portion of any consideration or refund due the vendor under the present contract to satisfy, in whole or part, any debt due the district by the vendor.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

SECTION F—MISCELLANEOUS

F1. Publications

The vendor agrees to submit to the district for approval all advertising, sales promotion, and other matters relating to this contract wherein the name of Dayton Public Schools is mentioned or language is used from which the district's name, in the district's judgment, may be inferred or implied. The vendor further agrees not to publish, use such advertising, or sales promotion without the prior written consent of Dayton Public Schools except that may be required under law.

F2. Participation

This contract does not preempt Dayton Public Schools from using other contract vehicles or competitive solicitations to purchase the same or like items covered by this contract.

F3. Monthly and Quarterly Reports

The vendor agrees to supply Dayton Public Schools with monthly usage and performance reports as may be identified at a later date.

F4. Hold Harmless

The vendor will protect, indemnify, and hold Dayton Public Schools harmless from and against any damage, cost or liability, including attorneys' fees and costs, resulting from claims by third parties for injury to persons or damage to property arising from the acts or omissions of the vendor, its officers, employees, agents, or subcontractors in providing products or services under the terms and conditions of this contract.

F5. Confidential and Proprietary Information

Responses submitted by vendors as a part of this RFP may constitute public information pursuant to the Ohio Public Records law, R.C. 149.43, and may be required to be made available for public inspection and copying upon request. Should a vendor contend that some or all of the submission is exempt from disclosure under R.C. 149.43, it should clearly mark on each page of any submission its claim of exemption. The district will notify the vendor of any request to inspect its response to this RFP where the vendor has made a claim of exemption at least three (3) business days prior to the date on which such documents are to be made available for inspection.

After a contract award, the district will have the right to duplicate, use, or disclose the data to the extent consistent with the district's needs in the procurement process. This restriction does not limit the district's rights to use, without restriction, information contained in this proposal if it is obtained from another source.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

F5. (Continued)

If the vendor receives a request for such information, the vendor will immediately send the request to the district's Law Director.

F6. Proprietary Information Indemnification

The vendor agrees to indemnify and hold harmless Dayton Public Schools and its respective officials, employees, and other agents and representatives against loss, claim, liability in tort or by statute imposed, charge, cost, or expense including, without limitation, attorneys' fees to the extent permitted by law, which may be incurred in connection with, or in any manner of any damage or loss arising from disclosure of proprietary information.

F7. Independent Contractor Status

The vendor will perform its duties as an independent contractor and not as an employee of Dayton Public Schools. Neither the vendor nor any agent or employee of the vendor will be, or will be deemed to be, an agent or employee of Dayton Public Schools.

F8. Protests

Any actual, or prospective, vendor that is aggrieved in connection the this solicitation or award of this contract must file a protest with the Deputy to the Superintendent of Dayton Public Schools no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on all alleged improprieties in the solicitation which are apparent at the time of receipt of the initial proposals must be filed with the Deputy to the Superintendent prior to the response due date and time. Any protests must be completed in writing and delivered to Dayton Public Schools, Attention: Deputy to the Superintendent, 115 South Ludlow Street, Dayton, Ohio, 45402.

SECTION G—TERM OF THE CONTRACT / PRICING

G1. Term of the Contract

The base term of the contract will be for a period from the date of the award to June 30.

The district may extend the term of this contract with four one-year renewals or successive fractions thereof by written notice to the vendor before the expiration of the contract. Any preliminary notice to renew the contract does not commit the district to an extension. The exercise of a renewal option is subject to the availability of funds. The vendor may waive the ninety-day notice requirement by providing a written waiver to the district prior to expiration of the contract.

If the district exercises a renewal option, the extended contract will be considered to include this option provision. The price for the option period will be as specified in the original contract.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

G1. (Continued)

The total duration of this contract, including the exercise of any options under this clause, will not exceed five years.

The successful vendor will be required to execute a written contract no later than five business days after approval of this contract by the Dayton Board of Education.

G2. Pricing

Dayton Public Schools may purchase items during the term of this contract that are not included in the core list of products for which the vendors are submitting prices. By submitting a response to this Request for Proposal, vendors are agreeing to provide identical discounts on these additional products as those products on the core list.

The successful vendor's prices will be the best prices for which it has sold each product or provided each service to any its similarly situated most favored customers within six months of the date a contract was executed or the product or service was added to the contract.

G3. Price Increases Warranted by Economic Conditions

No increase in the purchase price will be accepted unless written authority for such an increase is given by Dayton Public Schools.

Increases for all items covered by this contract must be submitted in aggregate on each twelve-month anniversary of the contract start date and must be requested by the supplier in writing thirty (30) days prior to implementation.

Any increases will be pegged to the Consumer Price Index. Increases and decreases will be incorporated into this contract at twelve-month intervals, with a maximum increase of 5% per twelve-month interval. However, all increases will be negotiated with the vendor up to the maximum allowed by the Consumer Price Index increase.

The first price increase may not occur before the first anniversary of the start date of the contract. Any increases must also be supported by price increases in the cost of such items as raw materials, labor, freight, Worker's Compensation, or unemployment insurance. Detailed documentation must be submitted to support the requested increase. Documentation should include a list of the contract items and proposed price increases, copies of the vendor's old and new price lists or similar documents which indicate the original base cost of the product to the vendor and the corresponding increase, or copies of correspondence sent by the vendor's supplier on the supplier's letterhead which contains the above price information and explains the source of the increase.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

G3. (Continued)

No price adjustment will be permitted prior to the effective date of the increase received by the vendor from the vendor's suppliers or on orders that are already being processed, or on orders that have been filled and are awaiting shipment.

Quantities in excess of the amount specified on an order may be accepted, but we reserve the right to return excess overage at the vendor's expense.

G4. Price Decreases

Dayton Public Schools will be entitled to a price decrease any time the vendor or any of its distributors sells a product or a service to any similarly situated most-favored customer for less than the price agreed to between Dayton Public Schools and the vendor. In the event that the vendor's current price at the time of shipment is lower than the price listed in the response to this RFP, such price reduction will be passed on to Dayton Public Schools.

It should be noted on the invoice if the price decrease is temporary. If the temporary decrease is revoked, the vendor will return to the pricing in effect prior to the temporary decrease.

Failure to comply with this provision will be considered a default and will be subject to the provisions of Section F of the contract.

G5. Product Substitutions

The vendor will make no product substitutions or changes in this agreement without written authority of Dayton Public Schools.

SECTION H—EVALUATION PROCESS

H1. Evaluation of Responses

The district reserves the right to award all items to a single supplier, to award to multiple suppliers, to reject all offers and solicit new offers, or to make no award. The contract will be awarded to the vendor that has made a good faith effort to meet the goals of the DPS Community Inclusion Program as outlined in Sections C, J, and L, of this document and whose response is determined to be the most advantageous to the district as determined in the district's discretion.

Dayton Public Schools reserves the right to conduct discussions and further negotiations with one or more of the vendors after reviewing and evaluating the responses.

H2. Evaluation Criteria

The contract will be awarded based on the evaluation criteria listed below and other such factors that the district, in sole discretion, deems relevant.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

H2. (Continued)

1. Quality of technical proposal.
 - A. Operations plan.
 - B. Prior experience including length of time in business, which must be a minimum of five years.
 - C. Employee training and development.
 - D. Past performance and references, preferably with other large organizations or school districts.
 - E. Food service program management.
 - F. Plans to increase student participation.
 - G. Marketing and merchandising plan.
 - H. Ability to provide electronic order, payment, catalog, etc.
 - I. Nutrition education.
 - J. Integrity and reliability of projected operating budget.
2. Vendor experience and expertise.
 - A. Conduct and performance on previous contracts or purchases.
 - B. Facilities.
 - C. Management skills.
 - D. Ability to properly execute the RFP and a subsequent contract.
3. Menu development.
4. Vendor financial condition.
5. Good faith effort to include DEDE vendors.
6. Transition plan that minimizes potential interruptions.
7. Cost.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

H3. Discounts and Incentives

While vendors may offer discounts for prompt payment and other similar incentives, discounts and incentives will not be used to determine the lowest vendor.

H4. Negotiations / Best and Final Offers

After receipt of original vendor responses, negotiations may be conducted. Vendors may also be asked to submit written best and final offers at a designated date and time. After receipt of best and final offers, no discussions will be reopened unless the district determines that it is clearly in the district's best interest to do so; e.g., it is clear that information available at that time is inadequate to reasonably justify vendor selection and award based on the best and final offers received. If discussions are reopened, the district may issue an additional request for best and final offers.

SECTION I – SPECIFICATIONS

I1. Specifications

Specifications, quantities, product descriptions, and services are listed in this RFP and its attachments.

I2. Packing and Shipping of Orders

Shipping and packing labels must be furnished by the vendor in accordance with the description contained in the specifications or scope of work. However, the following specifications apply to all orders, unless stated otherwise.

Only new corrugated (or equal) containers may be used. Unless otherwise provided in the specifications, bursting strength will be a minimum of 200 p.s.i. Cartons must be packed solidly with the material laid flat on the bottom of the containers. If the material does not fit snugly, open-cell pads or thickness of corrugated board must be added. Top and bottom flaps must be closed and fastened firmly with water-resistant adhesive or sealed with tape which must complete cover the butted edges of the flaps and extend at least 2" on the ends of the containers. Most departments cannot receive pallets. However, some departments may require 40"X 48" four-way pallets with heights not to exceed 52". In instances where pallets are acceptable, the district will indicate this kind of packing on the order and provide the specifications for the pallets.

SECTION J—GOOD FAITH EFFORT GUIDELINES

In order to assist vendors in making the required judgment concerning good faith efforts, this list includes efforts vendors may make in obtaining DEDE participation. It is not intended to be mandatory, exclusive, or exhaustive. Other factors or types of efforts may be relevant.

In determining whether a vendor has made a good faith effort, Dayton Public Schools will examine not only the various kinds of efforts, but also the quantity and intensity of these efforts. Dayton Public Schools may require prime vendors to provide supporting documentation that they

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

J. (Continued)

have made a good faith effort. In attempting to determine if a vendor that has failed to meet DEDE participation goals should be awarded the contract, the vendor must demonstrate that the efforts it made to obtain DEDE participation were “good faith efforts.” If the vendor fails to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to include DEDEs. A vendor that fails to meet these requirements will be considered non-responsive.

Efforts that are merely pro forma are not good faith efforts to meet the goals. Efforts to obtain DEDE participation are not good faith efforts to meet the goals, even if they are sincerely motivated, if given all relevant circumstances they could not reasonably be expected to produce a level of DEDE participation sufficient to meet the goals.

In order to award a contract to a vendor that has failed to meet DEDE participation goals, Dayton Public Schools must be convinced that the vendor’s efforts were those that, given all relevant circumstances, a vendor aggressively seeking to meet the goals would have made.

In evaluating a vendor’s good faith efforts, Dayton Public Schools may consider whether the vendor:

1. Attended any pre-solicitation or pre-response meetings that were scheduled by Dayton Public Schools;
2. Advertised in general circulation, trade association, and minority-focused media concerning subcontracting opportunities;
3. Provided written notice to a reasonable number of specific DEDEs that their interest in the contract is being solicited in sufficient time to allow the DEDEs to participate effectively;
4. Followed up on initial solicitations of interest by contacting DEDEs to determine with certainty whether the DEDEs were interested;
5. Partitioned the work to increase the likelihood of meeting the DEDE goals including, where appropriate, breaking the contracts into economically feasible units to facilitate DEDE participation;
6. Provided interested DEDEs with adequate information about the plans, specifications, and requirements of the contract;
7. Negotiated in good faith with interested DEDEs, not rejecting DEDEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
8. Made efforts to assist interested DEDEs in obtaining bonding, lines of credit, or Insurance required by Dayton Public Schools;

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

J. (Continued)

9. Effectively used the services of available minority community organizations; minority vendors groups; local, state, and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DEDEs.

Ohio Department of Education Approved September 3, 2009

SECTION K---SCOPE OF WORK, VENDOR REQUIREMENTS, AND FOOD SERVICE RELATED INFORMATION

K1. Scope of Work

The district is seeking responses to the following items from qualified and experienced vendors.

1. Option 1: Pre-plated meals for PK-8 schools.
2. Option 2: Pre-plated meals and food management services to include:
 - A. Pre-plated meals for PK-8 schools.
 - B. Food management services including standardizing operations; implementing financial reporting; training employees on new systems including accounting cost controls, menu planning, food supply acquisition, daily ordering, and warehousing; managing pre-plate vendors; commodities; and product marketing. Payment for services rendered under Option 2 will be based on meeting performance objectives including returning the district to profitability.

All productions and services must be provided in accordance with the United States Department of Agriculture (USDA) regulations, district policies, and Wellness Policy guidelines and must include consideration for the National School Lunch Program (NSLP), School Breakfast Program (SBP), After-School Care Snack Program (ASCSP), and Summer Food Service Program (SFSP).

K2. Pre-plated Vendor and Food Service Management Company (FSMC) Responsibilities

Responses from all food service vendors will be required to address each section in accordance to how it relates to their submitted proposals. For the full term of the contract including any renewals, the vendor is expected to:

1. Assist in the management of food service operation for the district's PK-8 schools, which may include the purchase of food and supplies.
2. Assist the district to manage and accurately report:
 - A. All revenue generating activities in coordination with the office of the Deputy to the Superintendent or designee including, but not limited to, cash sales and federal reimbursements.
 - B. All expense items including, but not limited to, personnel and consumables

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

K2. (Continued)

- C. Net income (loss) on a monthly basis on an income statement.
3. Provide a profit or a guaranteed minimum loss to DPS.
 4. Operate in conformance with agreements that DPS has with federal and state agencies.
 5. Cooperate with DPS in promoting nutrition education including classroom instruction.
 6. Make substitutions in the food components of the meal pattern for students with disabilities when their disabilities restrict their diet, including those non-disabled students who are unable to consume regular meals because of medical or other special dietary needs. Substitutions will be made on a case-by-case basis when supported by a “statement of the need for substitutes” that includes recommended alternative foods, unless otherwise exempted by the USDA. Such statements will, in the case of a student with a disability, be signed by a medical doctor or, in the case of a non-disabled student, be signed by a recognized medical or religious authority on official letterhead. There will be no additional charge to the student for such substitutions. The district currently serves approximately 200 special diet meals.
 7. Assist in improving the collection of free and reduced meal applications and meal participation versus previous years.
 8. Report to DPS the daily number of meals served, by type, and retain records to support the DPS claim for reimbursement for the daily number of meals served by type.
 9. Use the point of sale system that provides an accurate point of service meal accountability using the meal counting system submitted by DPS in its application to participate in the Child Nutrition Programs, as required under 7 CFR Part 210.8. The meal accountability system must eliminate the potential for the overt identification of free and reduced price eligible students under 7 CFR Part 245.8.
 10. Maintain state and/or local health certifications for any facility outside DPS in which the vendor prepares meals. Health certifications must be maintained for the duration of the contract.
 11. Immediately correct any problems found as a result of a health inspection. The vendor will submit to DPS, within two weeks of the citation, written documentation of the corrective action taken.
 12. Serve meals on such days and at such times as required by DPS.
 13. Operate and care for all equipment and food service areas in a clean, safe, and sanitary condition in accordance with standards acceptable to DPS and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities including laws related to recycling.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

K2. (Continued)

14. Serve reimbursable breakfasts, lunches, and snacks pursuant to the NSLP and SFSP.
15. Offer free, reduced-price, and full-price reimbursable meals to all eligible children.
16. Promote maximum participation in the Child Nutrition Programs.
17. Sell only those foods and beverages authorized by DPS and only at the times and places designated by DPS.
18. Maintain records necessary for DPS to complete the required monitoring activities provided under this contract.
19. Participate in the formation and periodic meeting of an advisory board made up of parents, teachers, and students to assist in menu planning.
20. Collaborate with the district to develop menus that comply with NSLP, SBP, and ASCSP. Menus must be approved by DPS. The vendor must also adhere to the menu for the first 21 days of meal service, with changes thereafter made only with the approval of the district. Pricing and quality of any new items must be equal to the items on the initial menu.
21. Pay DPS the full amount of any meal over claims which are attributable to the vendor's negligence.
22. Maintain meal samples for a period of 48 hours in case of a food-borne illness and be responsible for all lab fees associated with food testing analysis.

K3. Dayton Public Schools Responsibilities

During the term of the contract, Dayton Public Schools will be responsible for:

1. Program oversight to ensure that food service is in conformance with this agreement and the district's agreement with state agencies.
2. Controlling the nonprofit school food service account and the overall financial responsibility of the nonprofit food service operation.
3. Monitoring the vendor operations through internal audit of food, labor, and other expenses including periodic on-site visits to ensure that products and services are provided in accordance with all USDA regulations.
4. Control of the quality, extent, and general nature of the food service program including the conduct of the food service program and supervision of the food service operations in such manner as will ensure compliance with the rules and regulations of the USDA and DPS policies and guidelines.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

K3. (Continued)

5. District employees and payroll.
6. Providing, without cost, an area on district property that can be used by the vendor as an office.
7. Signature authority for the application/agreement to participate in the NSLP, SBP, ASCSP, SFSP, and the free and reduced price policy statement and Claims for Reimbursement including, but not limited to, the Year End Report, Application Renewal, and Verification of Family Meal Application.
8. Collaborate with district employees to determine eligibility for free and reduced price meals and establish and maintain the free and reduced-price meals eligibility roster including conducting any related hearings as required by federal regulations. (DPS will not disclose confidential information to the vendor that is not needed for meal counts.)
9. Maintaining all applicable health certifications on its facilities and ensuring that all state and local regulations are being met by the vendor preparing or serving meals at any DPS facility.
10. Establishing and maintaining an advisory board made up of parents, teachers, and students to assist in menu planning.
11. Approving menus no later than two weeks prior to service.
12. Maintaining internal control procedures for the preparation of the monthly Claim for Reimbursement as required by 7 CFR 210.8(a).
13. Completing all reports required by the State of Ohio.
14. Exerting control over the sale of foods sold in competition with school lunch and school breakfast, snacks, beverages, a la carte, and vending including determining the kinds of foods that can be offered, access to and location of all vending machines, and hours of accession to vending and a la carte meals to ensure that only foods permitted by the Dayton Public Schools Wellness Policy and no Foods of Minimal Nutrition Value are sold in any DPS foodservice and dining area.
15. Establishing all selling prices, including price adjustments for reimbursable and non-reimbursable meals, milk, a la carte items, vending machine items, and adult meals.
16. Establishing adult meal charges in accordance with FCS Instruction 782-5, Pricing of Adult Meals in the National School Lunch and School Breakfast Programs, ensuring that pricing includes overall cost of the lunch including the value of any USDA entitlement and bonus donated foods used to prepare meals.
17. Furnishing at district expense space, light, heat, power, hot and cold water, and other utilities as are necessary for the operation of food services.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

K3. (Continued)

18. Maintaining DPS-owned facilities and equipment in a good state of repair.
19. Providing extermination services as needed.
20. Ensuring the resolution of program review and audit findings.

The Director of Nutrition Services for Dayton Public Schools will be the main point of contact between the vendor and the district for the items listed above.

K4. Handling USDA Donated Commodities

USDA donated commodities must be handled in accordance with 7 CFR Parts 210, 215, 220, 225, 250, and in the following manner:

1. Any activities related to donated foods that the vendor is responsible for must be in accordance with 7 CFR 250.50(d), and the vendor must give assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR 250.
2. All donated commodities will be used solely to the benefit of the DPS foodservice operation. The vendor is prohibited from using any USDA donated foods for special functions outside of the nonprofit DPS school foodservice operation.
3. DPS will retain all rights to all USDA donated commodities.
4. Commodities will be used on a first in, first out basis.
5. The vendor will use all donated ground beef and ground pork products and all processed end products in the DPS foodservice operation.
6. The vendor will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods in the DPS food service operation.
7. The vendor will give assurance that the procurement of processed end products on behalf of DPS, as applicable, will ensure compliance with the requirements of subpart C of 7 CFR 250 and with the provisions of state agency or DPS processing agreements, and will ensure crediting of the DPS foodservice operation for the value of donated foods contained in such end products at the processing agreement value. Assurance must also be given that the vendor will not itself enter into the processing agreement with the processor as required in subpart C of 7 CFR 250.
8. The vendor will accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated commodities.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

K4. (Continued)

9. The vendor will select, accept, and use USDA donated commodities in as large a quantity as may be efficiently utilized in the district's foodservice operation.
10. The vendor will account for all USDA donated commodities separately from purchased food unless DPS has chosen not to maintain a separate inventory. The vendor is required to maintain accurate and complete records with respect to the receipt, use, disposition, storage and inventory of USDA donated commodities. Failure by the vendor to maintain the required records will be considered prima facie evidence of improper distribution or loss of the USDA donated food.
11. The vendor will properly credit the DPS Nutrition Services account monthly for all discounts, rebates and allowances received by the vendor associated with the purchase of processed commodities on behalf of DPS, as well as the full value of USDA donated commodities. All costs charged to DPS must be net of all discounts, rebates, and allowances received by the vendor. The cost reduction will be shown on the monthly invoice or operating statement as a credit or reduction in the amount billed to DPS. The same procedure applies to non-commodity/commercially purchased items.
12. Vendor must adhere to the procedure for Crediting and Use of Donated Foods in accordance with 7 CFR 250.51. The vendor must fully disclose all discounts, rebates, allowances, and incentives received by the vendor from its suppliers. If the vendor receives a discount, rebate, allowance, or incentive from any supplier, the vendor must disclose and return to DPS the full amount of the discount, rebate, or applicable credit that is received based on purchases made on behalf of the Dayton Public Schools. All rebates, allowances, and incentives must be returned to DPS during a mutually agreed upon timeframe that is beneficial to Dayton Public Schools. The same regulation applies to non-commodity/commercially purchased items.
13. The state agency, DPS, the Comptroller General, the Department of Agriculture, or their duly authorized representatives may perform onsite reviews of the vendor's foodservice operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
14. The vendor will maintain records to document its compliance with requirements related to donated foods, in accordance with 7 CFR 250.54(b).
15. Extensions and renewals of the contract between DPS and the vendor are contingent upon the fulfillment of all contract provisions relating to donated foods.
16. The vendor will ensure that its system of inventory management will not result in DPS being charged for donated foods.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

K4. (Continued)

17. The vendor is not permitted to engage in processing contracts using USDA donated foods on behalf of DPS.
18. The vendor must credit DPS for the value of all donated foods received for use in the school foodservice operation in the school year or fiscal year, including entitlement and bonus foods, whether the donated foods are used in that year or not. The vendor must also credit DPS for the value of donated foods contained in processing end products.
19. The vendor must credit DPS for the value of donated foods at least once per school year.

K5. Miscellaneous Food Service Items

The vendor will provide services as and when specified by the district. Deliveries are to be made when, where, and in such quantities as provided for in the proposal attachments or as otherwise specified by the district. The vendor will at all times maintain a sufficient stock of products so as to provide timely delivery. In the event deliveries do not arrive at a specified time or if the products so delivered do not conform to the contract, the district will have the right to purchase replacements. If those replacements are more expensive, the vendor may be required to pay the difference in price between the contracted product and the replacement.

The vendor will have the right to provide meals for the National School Lunch Program (NSLP) which may include meal supplements in the After-School Care Snack Program (ASCSP) and/or School Breakfast Program (SBP) and/or Summer Food Service Program (SFSP) which may include meals for the city of Dayton. However, this contract is not exclusive and does not prevent DPS from participating in food co-ops or from purchasing food from other vendors.

All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, grants, and loans, will be deposited in the DPS Nutrition Services account in coordination with the Office of the Treasurer.

In a fixed price or a cost reimbursable contract, all revenue, including refund payments for processed end-products, and any expenses that are charged to DPS must flow through the DPS Nutrition Services account; and vendor expenses that are not billed to DPS cannot be recorded as expenses to the Nutrition Services account.

Any profit or guaranteed return will remain in the DPS Nutrition Services account. DPS and the vendor agree that this contract is neither a “cost-plus-a-percentage-of-income” nor a “cost-plus-a-percentage of cost” contract as required under 7 CFR 210.16(c), 7 CFR 3016, and 7 CFR 3019.

Any fee, including a procurement fee, directly tied to the amount of discounts, rebates, and applicable credits is an unallowable nonprofit school foodservice account cost and is not permitted. Solicitations for proposal must include any management and/or administrative fee that include fees for procurement services. The fee must remain fixed as a separate fee or a part of a contract fee.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

K5. (Continued)

Allowable costs will be paid from the nonprofit school foodservice account to the vendor net of all discounts, rebates, and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to DPS.

The vendor will not commit or permit any act that will interfere with the performance of work by another district vendor or by any district employee.

The vendor will be expected to provide pricing on all a la carte items before the contract is awarded. This includes any components of the pre-plated meals.

The vendor will not subcontract any of the vendor's work or services without the prior written consent of the district. Any work or service so subcontracted will be performed pursuant to a subcontract agreement, which the district will have the right to review and approve prior to its execution. Any such subcontract will specify that the vendor and the subcontractor will be subject to every provision of the contract. Notwithstanding any such subcontract approved by the district, the vendor will remain liable to the district for all work and services performed.

The vendor must abide by the terms of the district's exclusive agreement with our current beverage vendor.

In order to offer a la carte food service, the vendor must offer free, reduced-price, and full-paid reimbursable meals to all eligible children.

DPS may request additional food service programs from the vendor. However, DPS reserves the right, at its sole discretion, to sell or dispense food or beverages in its facilities provided it does not interfere with the operation of the Child Nutrition Programs.

A mandatory taste test of prospective vendors is required.

Failure to meet the Traditional Food Standard Menu requirements during a claims review process will result in the vendor reimbursing DPS for all lost federal and state reimbursements.

Many elementary schools lack traditional kitchens and may therefore require proportioned meals that meet National School Lunch Pattern requirements.

Vendors must comply with provisions of the following acts and regulations:

1. Energy Policy and Conservation Act (7 CFR 3016 36(i)(13)).
2. Contract Work Hours and Safety Standards Act (7 CFR 3016 .36(i)(6)).

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

K5. (Continued)

3. Equal Opportunity (7 CFR 3016.36(i)(3)).
4. USDA Regulations regarding rights in data and reporting of discoveries and inventions (7 CFR 3016.36(i)(7-9)).
5. Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction (7 CFR Part 3017)).
6. Section 306 of the Clean Air Act (42 USC 1857 (h)).
7. Section 508 of the Clean Water Act (33 USC 1368)).
8. Executive Order 11738.
9. Environmental Protection Agency Regulations (7 CFR 3016.36(i)(12)).
10. Certification Regarding Lobbying, pursuant to 31 USC 1352 (7 CFR Part 3018).

K6. Documents Provided by Dayton Public Schools

1. Meals Served by Location.
2. Meal Overview FY10.
3. School Address List.
4. School Calendar.
5. Federal Reimbursements.
6. Food Component Specifications.

K7. Records and Documentation

The vendor will establish and maintain records and documents, including electronic storage media, consistent with the Statement on Auditing Standards (SAS) No. 112 and generally accepted accounting principles which sufficiently and properly reflect all revenues and expenditures of funds provided by the district. The vendor shall retain all records, supporting documents, financial and statistical records and any other documents including electronic storage media, pertinent to the contract for a period of three years after termination of the contract. If an audit has been initiated and audit findings have not been resolved at the end of three years, the records will be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

K7. (Continued)

The vendor must make available to the Comptroller General, USDA, State of Ohio agencies, the district, or any other person duly authorized by the district all records upon request for the purpose of making inspection, reviews, audits, examinations, excerpts, and transcriptions.

The vendor will maintain such records (supported by invoices, receipts, other evidence) as needed by DPS to meet monthly reporting responsibilities and will submit monthly operating statements in a format approved by the district no later than 15 calendar days of the succeeding month in which services were rendered. Participation records will be submitted in a timely manner to facilitate claims submission no later than the tenth day of the succeeding month in which services rendered.

The vendor will maintain records at DPS to support all allowable expenses appearing on the monthly operating statement. These records will be kept in an orderly fashion according to expense categories.

Upon termination of the contract, the vendor will surrender to DPS all records pertaining to the operation of foodservice to include all food and non-food inventories, menus, production records, product invoices, claims documentation, financial reports and procurement documentation. The records will be in appropriate order and complete to the extent necessary to reconstruct individual costs of prior vendor billings. No records related to the contract will be moved from DPS premises upon contract termination.

Upon termination of the contract, the vendor must also provide DPS with the means to access, retrieve, review, print, and resave any electronic records in the same electronic format as used during the contract.

K8. Facilities / Property / Equipment

Dayton Public Schools will replace expendable property for all schools within the district upon mutual agreement with the vendor. Expendable property includes the following:

1. Equipment valued at less than \$5,000.
2. Books, periodicals, and reference materials that are not a part of a reference library or audio-visual department.
3. Property held for resale.

Regarding non-expendable property, the vendor, upon request or as needed, must be able to provide equipment to store, heat, and serve meals in accordance with USDA guidelines and will replace aging or inoperable equipment including ovens, refrigerators and freezers with new equipment to ensure that current food service standards are maintained. The vendor will maintain such equipment without charge to the district. Any equipment purchased by the vendor

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

K8. (Continued)

on behalf of DPS as a result of this contract will become the property of Dayton Public Schools at no additional charge if the contract term spans five years.

Prior to the disbursement of any funds for non-expendable property, the vendor and DPS will mutually agree in writing on the scope and specifications. The expendable property will be paid for in accordance with the disbursement schedule agreed to in writing by the parties and will not exceed, in aggregate, Five Hundred Thousand Dollars (\$500,000). The non-expendable property, without interest thereon, will be amortized over a period of five years, calculated using straight-line depreciation. If the financial condition of the food service fund should improve based on efficiencies provided to DPS by the vendor, the district may choose to pay off the equipment sooner than the five-year term. If the agreement is terminated prior to the full amortization of the equipment, then DPS may choose to purchase, at its sole discretion, such equipment for the remainder of the unamortized investment and will pay the vendor the unamortized amount within 90 days of the termination notice date.

Non-Expendable Property is defined as tangible property which is owned, leased, controlled or possessed by DPS and that meets the following criteria:

1. Are not consumed in the normal course of business.
2. Have a unit value of \$5,000 or more.
3. Have a useful life that exceeds one year.

DPS will hold title to all real estate fixtures.

DPS will be responsible for any losses, including USDA donated foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the vendor.

All food preparation and serving equipment owned by DPS will remain on the premises of DPS.

DPS will not be responsible for loss or damage to equipment owned by the vendor and located on DPS premises.

For purposes of inspection and audit, DPS will have access to, without notice, all DPS facilities used by the vendor.

The vendor will notify DPS of any equipment belonging to the vendor on DPS premises within ten (10) days of the placement on DPS premises. DPS will not be responsible for loss or damage of vendor equipment located on district premises.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

K8. (Continued)

The vendor will not use district facilities to produce food, meals, or provide services to other organizations without the written approval of DPS. If such usage is mutually agreeable, there will be a signed agreement that stipulates the fees to be paid by the vendor for such usage.

The vendor will surrender to DPS, upon termination of the contract, all DPS equipment and furnishings in good repair and condition.

The vendor and DPS will conduct an inventory of the equipment, supplies, and commodities owned by DPS at the beginning and upon termination or expiration of the contract. The vendor will maintain an inventory of all operating items necessary for the food service operation and at the inventory levels specified by DPS.

K9. Vendor Employees

Staffing patterns will be mutually agreed upon.

All vendor personnel assigned to the food service operation in the DPS buildings will be instructed in the use of all emergency valves, switches, fire, and safety devices in the kitchen and cafeteria areas.

The vendor will instruct its employees to abide by the policies, rules, and regulations with respect to use of DPS premises as established by DPS and which will be furnished in writing to the vendor.

The vendor will provide DPS with a schedule of employees, positions, assigned locations, and hours to be worked two full calendar weeks prior to the commencement of operation.

DPS may request, in writing, the removal of any vendor employee at its sole discretion. In the event of the removal of any such employee, the vendor will immediately restructure the food service staff without disruption of service.

K10. Non-Discrimination

Both DPS and the vendor agree that no child who participates in the NSLP, SBP, ASCSP, or SFSP will be discriminated against on the basis of race, color, national origin, gender, age, sex, disability, political beliefs, sexual orientation, and marital or family status.

K11. Emergency Closings

DPS will notify the vendor of any interruption in utility service of which it has knowledge and any delay in the beginning of the school day or the closing of school(s) due to calamity or other emergencies.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

K12. Certifications

No waiver of any default will be construed to be or constitute a waiver of any subsequent claim.

Any silence, absence, or omission from the contract specifications concerning any point will be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by DPS are to be used.

Payments on any claim will not preclude DPS from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.

K13. Definitions

Food is defined as, and limited to, those items purchased for use in the preparation and service of student, adult, catered, and a la carte meals as specified under these terms and conditions.

Supplies include, but are not limited to, raw materials, components, intermediate assemblies, end products, and clean-up of meals.

Services include services performed, workmanship, and material furnished or utilized in the performance of services.

Labor is defined as, and limited to, on-site employees responsible for the management preparation, service, and clean-up of meals.

Contracted services are costs incurred to pay for a service provided by another company. Typical costs would be laundry services, pest control, and periodic maintenance services. Those costs normally recognized as a part of the vendor administrative cost cannot be separately contracted for and charged to the DPS account.

Transportation cost is cost incurred in operating a food service delivery vehicle. This would include gas, oil, tune-ups, and minor repairs. Cost of the purchase of a vehicle would be a capital expense.

Non-food expenses are defined as paper supplies (including decorations), equipment rental, cleaning materials, travel as required for effective program management, uniforms, printing, taxes and licenses, insurance, and as contractually obligated herein.

Cost of Capital Equipment is the cost of purchasing equipment and installation of equipment exceeding \$5,000, which has had prior approval by DPS.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

K14. Inspection of Food-Related Commodities

The vendor will provide and maintain an inspection system acceptable to the district covering supplies under the contract and will tender to the district for acceptance only supplies that have been inspected in accordance with that system and that have been found by the vendor to be in conformity with contract requirements.

Requests for inspection will not require more than two business days advance notification.

The vendor will prepare records evidencing all inspections made under the system including the outcome. The district may perform reviews and evaluations as reasonably necessary to determine compliance.

The vendor will be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the vendor will bear all risks on rejected materials or supplies after notification of rejection. If the vendor fails to remove, replace, or correct rejected materials or supplies within ten days after date of notification, the district may remove, return, replace, or correct the situation at the vendor's risk and expense or terminate the contract for default.

The district has the right to inspect and test all supplies, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. If the district performs inspection to test on the premises of the vendor or subcontractor, the vendor will furnish and will require subcontractors to furnish without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the district will bear the expense of district inspections or tests made at other than vendor's or subcontractor's locations. When supplies are not ready at the time specified by the vendor for inspection or test, the district may charge the vendor any additional costs. The district may also charge the vendor for any additional costs of inspection or test when prior rejection makes an inspection or retest necessary. The district has the right either to reject or to require correction of nonconforming supplies.

The vendor will remove rejected supplies or supplies that require correction. However, the district may require or permit prompt correction, in place, at the vendor's expense. The vendor will not tender for acceptance, corrected or rejected supplies without disclosing the former rejection or requirement for correction and, when required, will disclose the corrective action taken.

Inspections and tests by the district do not relieve the vendor of responsibility for defects or other failures to meet contract requirements. Acceptance will be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract. If acceptance is not conclusive, the district will have the right to require the vendor, at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the vendor's plant and in accordance with a reasonable delivery schedule as may be agreed upon between the vendor and the district.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

K15. Minimum Food Specification Requirements

Dairy Products – Grade A

Meat – USDA Inspected

Fish - U.S. Government Inspected

Poultry – USDA Inspected

Canned Fruits and Vegetables – U.S. Grade A Choice

Fresh Fruits and Vegetables – U.S. Number 1 Grade

Frozen Fruits and Vegetables – Highest Quality

Bread/Buns – Manufacturer’s Date of Freshness

Fats/Oils – 92 Score Butter (Margarine will be fortified with 15,000 IU per pound)

Fillers – Prohibited unless they are approved as a source of protein by the USDA. Vegetable protein products may be counted as a source of protein but will not exceed 18% of the product raw meat weight.

K16. Inspection of Services

The vendor will provide and maintain an inspection system acceptable to the district covering the services under this contract. Complete records of all inspections will be maintained and made available to the district during contract performance and for as long afterwards as the contract requires.

The district has the right to inspect and test all services called for by the contract, to the extent practicable, at all times and places during the term of the contract. If the district performs inspections or tests on the premises of the vendor or subcontractor, the vendor will furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.

If any of the services do not conform to the contract requirements, the district may require the vendor to perform these services again in conformance with contract requirements at no charge to the district. When the defects in services cannot be corrected by performance, the district may require the vendor to take necessary action to ensure that future services conform to contract requirements and reduce the contract price to reflect the value of the unacceptable services.

If the vendor fails to promptly perform the services again or take the necessary action to ensure acceptable future performance, the district may perform the services and charge the vendor any cost incurred by the district to terminate the contract for default.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL
SECTION L—MENU SPECIFICATIONS

L1. Menu Specifications

These specifications have been written to ensure the quality desired. Below are suggested menu entrees and approved manufacturer brands. Vendor must provide products that are equal to or better than approved brands.

Our suggested cycle menu is attached. The 25-day cycle must be adhered to with suggested menu items offered. All items listed must be individually wrapped/package in ovenable film or containers able to withstand temperatures up to 400 degrees Fahrenheit.

<i>MENU ITEMS</i>	<i>APPROVED BRANDS</i>
<u>LUNCH</u>	
<u>Meats</u>	
Beef Patty	Integrated
Chicken Breast Strips	Tyson
Chicken Drummies	Tyson
Chicken Nuggets, Breaded	Tyson
Chicken Nuggets, Grilled	Tyson
Chicken Tenders, Breaded	Tyson
Hot Dog	Ball Park
Meat Balls in Tomato Sauce	JTM
Meat Loaf	JTM
Salisbury Steak	JTM
Shredded Barbeque Beef	JTM
Sloppy Joe	JTM
Taco Meat	JTM
<u>Pasta</u>	
Chili Macaroni	JTM
Ravioli	Chef Boyardee
Spaghetti with Meat Sauce	JTM
<u>Pizza</u>	
Cheese Pizza	Nardone
Pepperoni Pizza	Nardone
<u>Sandwiches</u>	
Chicken Breast Patty, Breaded	Tyson
Chicken Breast Patty, Barbeque	Tyson
Chicken Breast Patty, Grilled	Tyson
Deli Sandwich	Classic Delight
Grilled Cheese	Integrated
Meatball Sub	Classic Delight
Pizza Sub	Classic Delight
Pork Rib, Barbeque	Pierre
Super Sub Sandwich	Classic Delight
<u>Other Entrees</u>	
Chalupa	Integrated
Corn Dog	State Fair, Perdue

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

L1. (Continued)

Mini Turkey Corn Dogs	State Fair
Taco Hot Pocket	Hot Pocket
Taco Stick	Integrated
<u>Accompaniments</u>	
Fresh Bread, Assorted	Klosterman
Fresh Fruit	
Fresh Vegetables	
Fruit Cup Varieties	
Juice Cup Varieties	
<u>Breakfast</u>	
Bagel	Lender's
Breakfast Pizza	Nardone
Cereal	General Mills, Malt-O-Meal, Kellogg's, Quaker
Cinnamon Roll	Otis Spunkmeyer
Cinnamon Texas Toast	Popa Joe, Best Express
Crunchmania	Kellogg's (all brands)
Graham Crackers	Honey Maid, Keebler
French Toast Sticks	Farm Fresh
Honey Bun	Bake Crafters
Pancake on a Stick	Foster Farms
Pop-Tarts	Kellogg's, Quaker
Sausage and Biscuit	Jimmy Dean
Sausage Links	Jimmy Dean, Bob Evans, Tennessee Pride
Graham Bites	Kellogg's, Keebler
Super Donut	Super Bakery
Waffle Sticks	Dewafelbakkers

A five-week cycle menu, (patterned after the suggested cycle) is to be submitted with the vendor's proposal response. (See attached Master Menu Cycle 2009-10-Attachment G)

The weekly menu must include an entrée choice as follows: a deli sandwich or wrap daily and a chef salad with saltine crackers four times a week. If the vendor is unable to provide these two fresh choices, the district can produce these items in the Central Kitchen.

The vendor may also provide a list of possible foods by category of individually packaged items which the district could use in menu planning. The menu choices should not be limited to items on the cycle menu alone.

The Director of Nutrition Services or his designee will submit monthly menus six weeks in advance of serving date. After the menu has been established, no changes will be permitted without prior approval of the Director of Nutrition Services.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

L1. (Continued)

New food components can be incorporated in the menus only after they have been sampled and accepted by the Nutrition Services Department.

Upon request, the vendor shall provide one test meal to the Nutrition Services Department consisting of all meal components produced for the day requested. The vendor will not charge for this meal.

The DPS Nutrition Services Department reserves the right to request food component changes if necessary because of negative acceptance.

L2. Samples

Three (3) samples of each menu component listed in **L1** and items listed below must be submitted for inspection. All samples must be labeled as to product name, manufacturer, weight, meal pattern requirements provided, the vendor name, and nutritional information for each item submitted.

1. Cookies crackers, pretzels, and “extra items” available
2. Condiments (catsup, honey barbeque sauce, tartar sauce, jelly cup, taco sauce, fat-free or low-fat salad dressings, fat-free or low-fat ranch cup, low-fat mayonnaise, relish packet, syrup cup, and margarine).
3. Utensil packet (spork, napkin, and straw)
4. Samples of any novelty foods (i.e., speciality-shaped chicken or potato products, pudding, pasta dishes, Mexican dishes, and pizza varieties) are of particular interest.
5. If vendor is furnishing its own chef salads and fresh sub and deli sandwiches, three samples of each should be included.

All samples are to be furnished without cost to the following:

Dayton Public Schools
Nutrition Services Department
125 Heid Avenue
Dayton, Ohio 45404

Vendors must include at least three (3) samples of each entrée to DPS for the purposes of conducting a taste test. Providing that bid specifications are met, acceptability will be determined by evaluating weight of product, appearance of product and packaging, and food quality based on color, texture, and taste when consumed. Panel evaluators will include students, parents, and staff. Panels will evaluate samples in a blind taste testing using a rating scale based on point values.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

L3. Quantities

For the 2009-2010 school year, we anticipate serving an average of 8,000 breakfasts and 10,000 lunches daily in the selected school buildings approximately 178 days.

L4. District-Supplied Menu

The DPS Nutrition Services Department reserves the right to purchase a unique or special meal outside this contract; however, if an alternative is not available, the Nutrition Services Department may choose to purchase a meal under the specifications set forth in the contract from the vendor. The district will give the vendor at least two weeks notice if an additional meal will be needed for that month.

L5. Deliveries

DPS will provide the vendor with approximate meal count projections two calendar days prior to delivery. These figures may be altered to accommodate the variances in participation.

The vendor will provide each PK-8 building with emergency lunches amounting to ten percent of their daily participation

The vendor will make deliveries to the Central Kitchen twice weekly (if required) and place cases (complete and/or broken) of food components in the appropriate refrigerator or freezer for each of the following 24 DPS school buildings:

<i>SCHOOL</i>	<i>ADDRESS</i>
Belle Haven PK-8 School	4401 Free Pike, 45416
Charity Adams Earley Girls Academy	450 Shoop Mill Road, 45415
Cleveland PK-8 School	1102 South Pursell Avenue, 45420
Dayton Boys Prep Academy	2400 Hoover Avenue, 45402
DPS Preschool Academy at Jackson	329 Abbey Avenue, 45417
E. J. Brown PK-8 School	31 Willowwood Drive, 45406
Eastmont PK-8 School	1480 Edendale Road, 45432
Edison PK-8 School at Fairview Middle	2408 Philadelphia Drive, 45406
Fairview Elementary School	1305 West Fairview Avenue, 45406
Franklin Montessori School	2617 East Fifth Street, 45403
Gardendale Academy	1733 North Gettysburg Avenue, 45427
Horace Mann PK-7 School	715 Krebs Avenue 45419
Kemp PK-8 School	1923 Gondert Avenue, 45403
Kiser PK-8 School	1401 Leo Street, 45404
Louise Troy PK-7 School	1630 Miami Chapel Road, 45408
Meadowdale PK-8 School	4448 Thompson Drive, 45416

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

L5. (Continued)

Orville Wright Elementary at Grant	4309 Arcadia Boulevard, 45420
Patterson/Kennedy PK-8 School	258 Wyoming Street, 45409
Rosa Parks PK-8 School	3705 Lori Sue Avenue, 45406
Ruskin PK-8 School	407 Ambrose Court, 45410
Valerie PK-8 School	4020 Bradwood Drive, 45405
Westwood PK-8 School	2805 Oakridge Drive, 45407
Wogaman PK-8 School	920 McArthur Avenue, 45408
World of Wonder K-8 School	2826 Campus Drive, 45406

All deliveries will be received between 7:30 a.m. and 1:30 p.m. at the Central Kitchen. A delivery schedule will be provided to DPS by the vendor. Non-heated individual fruit/vegetable items shall be placed in the cooler upon delivery, with the exception of petite bananas. DPS prefers that non-heated fruit/vegetable items be delivered in a thawed/chilled state, with delivery temperature being between 34 degrees Fahrenheit and 37 degrees Fahrenheit. Items such as frozen sherbets and frozen juice bars that meet vegetable/fruit equivalents must be stored at their required temperatures.

Due to variances in the school calendar, inclement weather, or other changes in the program, DPS may cancel the daily order for delivery prior to 8:00 a.m. A toll-free phone number is to be supplied by the vendor for all communications.

In the event deliveries do not arrive at the specified time or if the products so delivered do not conform to the contract, DPS shall have the right to purchase replacements and receive credit. All costs over that which would have been incurred under this contract shall be borne by the vendor

The vendor must comply with the Public Health of Dayton and Montgomery County/Ohio Department of Agriculture/Ohio Department of Health USDA requirements for handling, transporting, and delivery of food. All deliveries will be inspected by authorized personnel for proper temperature and condition before being accepted and signed for. Vendor must supply monthly health inspections and a copy of certified HACCP plan with proposal.

The vendor shall provide a system of direct communication (cell phones) between the delivery truck(s) and DPS. Long-distance phone expenses are not to be incurred by DPS.

The vendor will maintain a minimum of one day's supply of lunches, available locally for the entire school year. Storage costs will be assumed by the vendor.

The vendor will provide the location name and address of the local storage facility to DPS. The district reserves the right of access to supplies if deliveries are not made by the vendor; or DPS will negotiate a storage fee for storage of emergency meals.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

L6. Offer Versus Served

DPS participates in the “Offer Versus Served” program specified in the National School Lunch Program. Therefore, menu items will be ordered based on individual needs per school location. The vendor will indicate the credit per meal that can be deducted from the bid price each time a menu item is offered, but not ordered. The deduction should be listed per item (i.e., fruit cups, gelatin, juice products, fruit juice, vegetables, baby carrots, celery sticks, fresh fruit, tossed salad, and shredded lettuce.)

L7. Field Trip Meals

Field trip meals should be available for DPS to order as needed at no additional cost. Each meal should consist of: lunch bag or box, a pre-wrapped sandwich, fresh fruit or vegetable, juice/fruit cup, and treat/snack item.

L8. Consultation

The vendor will be available, without charge, for consultation regarding any questions or problems which may arise in the district’s elementary school lunch program.

L9. Quality Assurance

A current nutritional analysis, including weights and measures must accompany the quotation sheet as follows: Portion Size, Calories, Total Fat, Saturated Fat, Protein, Carbohydrates, Cholesterol, Calcium, Iron, Vitamin A, Vitamin C, Calcium, Fiber, and Sodium. Analyses must be provided for each food item included in the 25-day cycle menu and for all other proposed menu ideas. Total protein per meal must be shown in grams.

All beef products shall be formulated from beef which contains no more than 20% fat and contains not less than 80% choice beef with no organs or defatted tissue. If TVP (Textured Vegetable Protein) is used in beef, products must be identified and appear on the USDA acceptable listing.

After meat products have been thawed, they shall be absolutely safe and edible for consumption WITHOUT applying heat or doing any further preparation.

Current labels of all protein items and manufacturer’s nutritional support information must accompany proposals. Ingredient lists should be included for all products offered.

The supplier’s preparation facilities must be subject to continuous on-site inspection, and establishment number(s) must accompany this proposal. Strict sanitation practices must be followed throughout the assembly, storage, and distribution functions. Production runs must be bacteria logically tested and results of same must be made available on request.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

L9. (Continued)

DPS reserves the right to inspect the premises of the successful bidder without notice during the term of their contract. Current health certification must be maintained for facilities outside the school where food is prepared.

Disposable food containers shall not be aluminum or metal and shall be of non-toxic, non-absorbent tasteless material, heating to 375 degrees Fahrenheit for maximum of 30 minutes without burning or smoking and will hold up during transportation, storing, and temperature change. Sealed lid must be made of polyester/mylar convection ovenable film, translucent and trimmed so modules do not stick together when heated. It is preferred that the ovenable polyester/mylar wrap on products that should be crispy be vented or mesh to allow venting of steam.

Pizza may be individually boxed or wrapped in convection ovenable polyester/mylar film.

Utensil packets shall consist of one folded napkin (8" X 10") and a 6" straw (breakfast only); a sturdy medium-weight and pliable spork (combination fork and teaspoon, 5¾"-6" in length), one folded napkin (at least 9½" X 11½"), and one plastic straw (6¼" in length and ¼" in diameter); or a medium-weight polypro knife, fork, and teaspoon (5¾"-6" in length), one folded napkin (10" X 10"), and a 6" straw.

New shipping containers will be sturdy enough to withstand temperature change and transporting without damage to contents. Merchandise damaged during shipping will be replaced, at no cost to DPS, by vendor or manufacturer.

After being fast-frozen, all frozen products must be stored and distributed at temperatures maintained from 0 to -10 degrees Fahrenheit.

All refrigerated products must be stored and distributed at temperatures maintained from 34 to 37 degrees Fahrenheit

Written information on the shelf life of all foods fresh, frozen, refrigerated or thawed must accompany proposal. Any changes in shelf life shall be submitted, in writing to the Nutrition Services Department. Credit will be received for all products pulled.

First quality merchandise is required, clearly coded with production date and code number. Where applicable, vegetables shall be Grade A quality.

All items furnished under this proposal must meet or exceed specifications written. If any part or portion of a meal is below the required specifications, DPS has the right and obligation to charge the vendor for not only the total cost of the meal item, but also the lost meal reimbursement funds that DPS cannot claim.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

L10. Menu Analysis – Standard Menu Initiative

To assist DPS in meeting the guidelines governing the Standard Menu Initiative (SMI), the vendor is to provide a complete nutritional analysis of daily lunch meals using a nutritional software package approved by the USDA. Analyses are to be provided at the close of each month to the Director of Nutrition Services. The vendor will supply the name of the software program used for this analysis.

Production records listing the number of entrees or sandwiches, vegetables, or fruit modules prepared daily and the amount, types, and weights of ingredients used in preparation are to be supplied to DPS at the close of each month to aid in compiling of records needed for the SMI audit.

L11. Warranty

The vendor represents and warrants to DPS that the product(s) will meet all specifications and requirements as provided for in the contract.

L12. Prompt Payment and Invoicing

The vendor will provide a prompt payment discount for moneys received within four weeks of receipt of monthly or semimonthly statement. No charges, in addition to the proposal price, shall be made by the vendor for delivering, placing, or invoicing. The vendor shall submit a set of commercial invoices (one original and one duplicate copy) weekly to the Nutrition Services Department, 125 Heid Avenue, Dayton, Ohio, 45404. Credit for offer versus serve must be listed on each invoice. No payment shall be made for any meal items which are missing or deemed damaged.

L13. Bid Bond

Each bid shall be accompanied by a bid bond or a certified check on a solvent bank as a guarantee that the bidder will, if awarded the contract, enter into a bona fide contract with and furnish the required Performance Bond to the Dayton Board of Education. Bid Bond shall be executed by a surety authorized to do business in the State of Ohio in the amount required by Section 153.57 (Bid Guaranty and Contract Bond) and 153.54 Ohio Revised Code. Bid bond shall be in the amount of 100% of the bid. (See Attachment H.) Certified checks shall be payable to the Treasurer, Dayton Board of Education. A certified check in the amount of 10% of the bid may be accepted in lieu of a bid bond. Certified checks shall be in the form specified by 153.54 and 153.57.

L14. Performance Bond

Prior to issuance of the contract, the successful bidder will be required to furnish a \$50,000 performance bond, written by a surety licensed to do business in Ohio.

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

L15. Proposal Options

Proposals shall include provisions for adjusting meal prices, if applicable, either up or down for subsequent contract years. Clearly state the price escalation procedures to be used. If price escalation fees are to be included, a cap must also be provided with the proposal.

Dayton Public Schools reserves the right to cancel the contract upon written notice to the vendor for causes resulting from conditions and circumstances beyond the reasonable control of the Dayton Board of Education, within sixty (60) calendar days after written notice is delivered to the vendor from the district.

Ohio Department of Education Approved September 3, 2009

DAYTON PUBLIC SCHOOLS – REQUEST FOR PROPOSAL

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ATTACHMENT A

PRICING FORM

Dayton Public Schools operates under Provision II in all elementary schools. The current Free and Reduced percentages for DPS PK-8 elementary schools are as follows:

Free	67%
Reduced	9%
Paid	24%

OPTION 1A:

Pre-Plated Meals Delivered to a Central Warehouse

Meal	Average Daily Participation	Meal Unit Cost @ Average Daily Participation Levels			
		7,500	8,500	9,500	10,000
Breakfast	6,432				
Lunch	8,963				

Pricing for Exceptions to Regular Service

Exceptions	Unit Price
Subsequent Delivery of Meals to a Single Location	
Packaging for Box Meals	
Special Diet Meals	
Replacement, Pickup, and Re-Delivery of Meals Resulting from Catastrophic Failure or Event	

OPTION 1B:

Pre-Plated Meals Delivered to Individual Schools

Meal	Average Daily Participation	Meal Unit Cost @ Average Daily Participation Levels			
		7,500	8,500	9,500	10,000
Breakfast	6,432				
Lunch	8,963				

Pricing for Exceptions to Regular Service

Exceptions	Unit Price
Subsequent Delivery of Meals to a Single Location	
Packaging for Box Meals	
Special Diet Meals	
Replacement, Pickup, and Re-delivery of Meals Resulting from Catastrophic Failure or Event	

PRICING FORM

Dayton Public Schools operates under Provision II in all elementary schools. The current Free and Reduced percentages for DPS PK-8 elementary schools are as follows:

Free	67%
Reduced	9%
Paid	24%

OPTION 2A:

Management Services Plus Pre-Plated Meals Delivered to a Central Warehouse

Meal	Average Daily Participation	Meal Unit Cost @ Average Daily Participation Levels			
		7,500	8,500	9,500	10,000
Breakfast	6,432				
Lunch	8,963				

Pricing for Exceptions to Regular Service

Exceptions	Unit Price
Subsequent Delivery of Meals to a Single Location	
Packaging for Box Meals	
Special Diet Meals	
Replacement, Pickup, and Re-delivery of Meals Resulting from Catastrophic Failure or Event	

Management Fees and Guarantees

Guaranteed Annual Profit/Minimum Loss (Use a negative number for loss.)	
Monthly Fee (Vendors may choose to specify a percentage of cost savings rather than a fixed monthly fee; however, DPS will only pay for services after profits exceed the vendor's monthly fee.)	

MISCELLANEOUS:

Rebates, Penalties, and Fees Paid to Dayton Public Schools

Deductions for Rental of Storage Space at DPS Central Kitchen	
Percent Rebate on Monthly Invoices for Each Additional Big 8 Ohio School District that Enters into a New Contract with the Vendor During the Term of This Contract	
Penalty for Late Delivery	

PRICING FORM

Dayton Public Schools operates under Provision II in all elementary schools. The current Free and Reduced percentages for DPS PK-8 elementary schools are as follows:

Free	67%
Reduced	9%
Paid	24%

OPTION 2B:

Management Services Plus Pre-Plated Meals Delivered to a Individual Schools

Meal	Average Daily Participation	Meal Unit Cost @ Average Daily Participation Levels			
		7,500	8,500	9,500	10,000
Breakfast	6,432				
Lunch	8,963				

Pricing for Exceptions to Regular Service

Exceptions	Unit Price
Subsequent Delivery of Meals to a Single Location	
Packaging for Box Meals	
Special Diet Meals	
Replacement, Pickup, and Re-delivery of Meals Resulting from Catastrophic Failure or Event	

Management Fees and Guarantees

Guaranteed Annual Profit/Minimum Loss (Use a negative number for loss.)	
Monthly Fee (Vendors may choose to specify a percentage of cost savings rather than a fixed monthly fee; however, DPS will only pay for services after profits exceed the vendor's monthly fee.)	

MISCELLANEOUS:

Rebates, Penalties, and Fees Paid to Dayton Public Schools

Deductions for Rental of Storage Space at DPS Central Kitchen	
Percent Rebate on Monthly Invoices for Each Additional Big 8 Ohio School District that Enters into a New Contract with the Vendor During the Term of This Contract	
Penalty for Late Delivery	

Please list any restrictions that will be placed on DPS in an attempt to achieve and maintain profitability:

ATTACHMENT B

REFERENCE SHEET

Please complete this sheet for four (4) clients to whom **services similar** to those being proposed have been provided within the last five (5) years.

Client's Name: _____

Client's Address: _____

Contact Person: _____

Dollar Volume of Sales: _____

Contract Duration: _____

Brief Description of Products/Services Provided: (Use additional sheets if necessary)

ATTACHMENT C

DAYTON PUBLIC SCHOOLS DAYTON/LOCAL AND ECONOMICALLY DISADVANTAGED ENTERPRISE (DEDE)

Waiver of DEDE Project Goal

If the contractor believes that he/she is unable to meet the DEDE project goal, a partial or total waiver may be sought at the time of the bid opening. The request for waiver of all or part of the DEDE project goal must be submitted in writing with the bid proposal.

Any contractor seeking a partial or total waiver shall submit within ten (10) days after the bid opening full documentary evidence of the good faith efforts undertaken to meet the project DEDE goals. The documentation shall include, but is not limited to the following efforts:

1. Copies of written notification to DEDEs that their interest in the subcontract is solicited;
2. Evidence of the efforts made to divide the work into economically feasible units in order to increase the likelihood of achieving the stated goals;
3. Evidence of the efforts made to negotiate with DEDEs, including, at a minimum:
 - The names, addresses, and telephone numbers of the DEDEs who were contacted;
 - A description of the information provided to DEDEs regarding the plans and specifications for portions of the work to be performed; and
 - A statement of the reasons why additional agreements with DEDEs were not reached.
4. Evidence of efforts to assist DEDEs contacted who need assistance in obtaining bonding and insurance which the contractor requires.
5. As to each DEDE contacted which the bidder considered not to be qualified, a written statement of the reasons for the bidder's conclusion.
6. Written quotes solicited from all DEDEs seeking subcontract work with prime contractors at the time of the bidding.
7. Evidence that the bidder properly advertised the project and solicited DEDE subcontractors.

A bidder requesting a waiver must provide this written documentation of good faith efforts undertaken, no later than ten (10) calendar days after the bid opening to the:

Director of Fiscal Services
Dayton Public School (DPS)
5th Floor
115 South Ludlow Street
Dayton, Ohio 45402-1812

After analyzing the Waiver request, the DPS/HRC shall issue a determination. Notification of the determination shall be provided to the bidder as soon as practicable.

**DAYTON PUBLIC SCHOOLS
DAYTON/LOCAL AND ECONOMICALLY
DISADVANTAGED ENTERPRISE (DEDE)**

Workforce Participation Program - Good Faith Efforts

A bidder's compliance with the requirement to make good faith efforts to employ school district residents for on-site labor in connection with construction projects shall be a matter of bidder responsibility. A bidder can demonstrate that the bidder has complied with the requirement by verifying in writing to the school district, or its designee, that as of the date of such verification, which date shall be subsequent to the opening of bids and prior to the award for the related contract, that:

- (A) The bidder employs the services of school district residents permitting the bidder to reach Workforce Participation Program goals, in which case the bidder shall verify in writing that the bidder has the ability to achieve the goals, the names and addresses of the school district residents employed by the bidder who will work on the construction project, and a preliminary description of the work on the construction project to be performed by such individuals, or
- (B) The bidder does not employ school district residents permitting the bidder to reach Workforce Participation Goals, in which case the bidder shall include in the bidder's written verification the following:
 - 1) An estimate of the number of full and part-time employees the bidder will be deploying on the project and the number of new hires the bidder anticipates needing to perform the work;
 - 2) That the bidder attended any pre-bid meetings scheduled to inform bidders of the availability of school district residents to provide labor for the applicable portion of the construction project;
 - 3) Preliminary staffing plans identifying school district residents;
 - 4) If the bidder were to be awarded a contract (such as a successful bidder being referred to herein as a "contractor"), the contractor shall agree in the construction contract to:
 - I. Continue to use good faith efforts to locate and employ as new hires school district residents to supply services in connection with the construction project in accordance with the workforce participation program goals;

- II. Maintain records of the efforts made by the contractor to employ persons listed on the registry of school district residents which may be compiled by the school district or its designees, and, where persons on that registry were contacted by the contractor but not subsequently employed, the reasons therefore;
- III. Maintain records detailing the contractor's efforts to recruit school district residents;
- IV. Maintain a file of school district resident job applicants and the action taken regarding each such applicant, including the reasons therefore;
- V. Give notice to the school district or its designee of any practice by any party encountered by the contractor that serves to impede the employment of school district residents;
- VI. Compile and provide to the school district or its designee monthly labor utilization reports in sufficient detail so as to allow the school district or its designee to track the contractor's good faith efforts to meet the Workforce Participation Program Goals;
- VII. Upon written request of the school district or an authorized representative thereof, the contractor will provide to the school district documentation (including, but not limited to, the records described above) describing the specific measures the contractor has used in striving to comply with Workforce Participation Program Goals;
- VIII. Upon written request of the school district or an authorized representative thereof, an appropriate representative of the contractor will appear at a meeting of the Board to discuss the specific measures the contractor has used in striving to comply with Workforce Participation Program Goals; and
- IX. Require its subcontractors with subcontracts in excess of \$250,000 to engage in good faith efforts to meet the Workforce Participation Program Goals.

ATTACHMENT D

**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 _____

ATTACHMENT E

**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 F

Mr. Claud Bell, Sr.
Chairperson

Jerald L. Steed
Executive Director



CITY OF DAYTON, OHIO

HUMAN RELATIONS COUNCIL

130 W. Second St. Suite 730 Dayton, Ohio 45402-1501
(937) 228-5854 / 228-7277 / 228-1693 / TTY 461-0819 / FAX 222-4589

December 15, 1997

Dear :

We have received your Affirmative Action Assurance Form and determined the following:

X It is approved for one year and will expire
on December 15, 1998 .

If you have any questions, please contact me at (937) 228-7277.

Sincerely,

Melissa A. Dinnison

Melissa A. Dinnison
Affirmative Action Specialist

MAD/mh

NOTE:

The above noted approval places your company on the City of Dayton's Approved Bidder's List. This does not certify your company as a Minority, Female or Small Disadvantaged Business Enterprise.

ATTACHMENT G

DAYTON PUBLIC SCHOOLS

NUTRITION SERVICES DEPARTMENT

LEGACY SCHOOLS MASTER MENU CYCLE 2009-10

Week 1

MONDAY, Month	TUESDAY, Month	WEDNESDAY, Month	THURSDAY, Month	FRIDAY, Month
BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST
B Super Donut	B/B Cereal (2)	B/M Sausage and Biscuit*	0 Cereal (2)	B Pop-Tarts
F Chilled Fruit Juice	F Chilled Fruit Juice	F Chilled Fruit Juice	F Chilled Fruit Juice	F Chilled Fruit Juice
D Milk	D Milk	D Milk	D Milk	D Milk
LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
M/B Mini Turkey Corn Dogs	M/B Cheeseburger on a Bun	M/B Taco Hot Pocket	M/B Chicken Nuggets (5)	M/B Pepperoni Pizza*
V Taters	V/F Fruit Cup	V/f Fruit Gelatin Cup	V Taters	V Carroteenies
F Fruit Cup	F Apple Juice	F Chilled Fruit Juice	F Petit Bananas**	F Fruit Cup
D Milk	D Milk	D Milk	D Milk	D Milk
Mustard and Catsup	Mustard and Catsup	Taco Sauce	Barbeque Sauce and Catsup	Ranch Dressing
CHEF SALAD	CHEF SALAD	CHEF SALAD	CHEF SALAD	CHEF SALAD
No salads on Monday	M/V Turkey	M/V Ham	M/V CK Choice	M/V Garden Salad
	B Saltines	B Saltines	B Saltines	B Saltines
M/B/F YOGURT MEALS	M/B/F YOGURT MEALS	M/B/F YOGURT MEALS	M/B/F YOGURT MEALS	M/B/F YOGURT MEALS

KEY: M = MEAT**B = BREAD****V = VEGETABLE****F = FRUIT****D = DAIRY****This item may contain pork.****Do not refrigerate this item.**Revised July 2, 2009***ALL MENUS ARE SUBJECT TO CHANGE WITHOUT NOTICE**

DAYTON PUBLIC SCHOOLS

NUTRITION SERVICES DEPARTMENT

LEGACY SCHOOLS MASTER MENU CYCLE 2009-10

Week 2

MONDAY, Month	TUESDAY, Month	WEDNESDAY, Month	THURSDAY, Month	FRIDAY, Month
BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST
B Cinnamon Roll	B/B Cereal (2 Choices)	M/B Pancake on a Stick	B/B Cereal (2 Choices)	B Super Donut
F Chilled Fruit Juice	F Chilled Fruit Juice	F Chilled Fruit Juice	F Chilled Fruit Juice	F Chilled Fruit Juice
D Milk	D Milk	D Milk	D Milk	D Milk
LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
M/B Hot Dog on Bun	M Salisbury Steak with Gravy	M/B Barbeque Rib Sandwich	M/B Hamburger on Bun	M/B Breaded Chicken Sandwich
V/F Fruit Cup	V Mashed Potatoes	V Baked Beans	V Mixed Vegetables	V Tater Tots
F Chilled Fruit Juice	F Applesauce Cup	F Gelatin Cup	F Peach Cup	F Fruit Gelatin Cup
D Milk	B Dinner Roll	D Milk	D Milk	D Milk
	D Milk			Miracle Whip and Catsup
CHEF SALAD	CHEF SALAD	CHEF SALAD	CHEF SALAD	CHEF SALAD
No salads on Monday	M/V Turkey	M/V Ham	M/V CK Choice	M/V Garden Salad
	B Saltines	B Saltines	B Saltines	B Saltines
M/B/F YOGURT MEALS	M/B/F YOGURT MEALS	M/B/F YOGURT MEALS	M/B/F YOGURT MEALS	M/B/F YOGURT MEALS

KEY: M = MEAT
B = BREAD
V = VEGETABLE
F = FRUIT
D = DAIRY

**This item may contain pork.*

***Do not refrigerate this item*

Revised July 2, 2009

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DAYTON PUBLIC SCHOOLS

NUTRITION SERVICES DEPARTMENT

LEGACY SCHOOLS MASTER MENU CYCLE 2009-10

Week 3

MONDAY, Month	TUESDAY, Month	WEDNESDAY, Month	THURSDAY, Month	FRIDAY, Month
BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST
D Yogurt				
B Sports Bites	B/B Cereal (2 Choices)	M/B Pancake on a Stick*	B/B Cereals (2 Choice)	B Super Donut
F Chilled Fruit Juice	F Chilled Fruit Juice	F Chilled Fruit Juice	F Chilled Fruit Juice	F Chilled Fruit Juice
D Milk	D Milk	D Milk	D Milk	D Milk
LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
M/B Cheeseburger	M/B Mini Turkey Corn Dogs	M/B Barbeque Chicken Sandwich	M/B Deli Sandwich	M/B Grilled Cheese Sandwich
V Corn	F Hashbrowns	V French Fries	F Carroteenies	F Pear Cup
F Fruit Cup	F Fruit Cup	F Fruit Cup	F Fresh Apple	V Chilled Fruit Juice
D Milk	D Milk	D Milk	D Milk	D Milk
Mustard and Catsup	Mustard and Catsup	Catsup	Ranch Dressing and Miracle Whip	
CHEF SALAD	CHEF SALAD	CHEF SALAD	CHEF SALAD	CHEF SALAD
No salads on Monday	M/V Turkey	M/V Ham	M/V CK Choice	M/V Garden Salad
	B Saltines	B Saltines	B Saltines	B Saltines
M/B/F YOGURT MEALS	M/B/F YOGURT MEALS	M/B/F YOGURT MEALS	M/B/F YOGURT MEALS	M/B/F YOGURT MEALS

KEY: M = MEAT
B = BREAD
V = VEGETABLE
F = FRUIT
D = DAIRY

**This item may contain pork.*

***Do not refrigerate this item*

Revised July 2, 2009

ALL MENUS ARE SUBJECT TO CHANGE WITHOUT NOTICE

DAYTON PUBLIC SCHOOLS

NUTRITION SERVICES DEPARTMENT

LEGACY SCHOOLS MASTER MENU CYCLE 2009-10

Week 4

MONDAY, Month	TUESDAY, Month	WEDNESDAY, Month	THURSDAY, Month	FRIDAY, Month
BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST Manager/ck choice
B Super Donut	B/B Cereal (2 Choices)	B Breakfast Hot Pocket*	B/B Cereal (2)	B Honey Bun
F Chilled Fruit Juice	F Chilled Fruit Juice	F Chilled Fruit Juice	F Chilled Fruit Juice	F Chilled Fruit Juice
D Milk	D Milk	D Milk	D Milk	D Milk
LUNCH	LUNCH	LUNCH Manager/ck choice	LUNCH	LUNCH Manager/ck choice
M/B Hamburger on Bun	M/B Spaghetti or Chili Mac	M/B Chicken Tenders	M/B Pepperoni Pizza*	M/B Taco Stick
V Hashbrowns	V Carrots	F Tater Tots	V Pear Cup	V/F Fresh Golden Apple
F Fruit Cup	F Chilled Fruit Juice	F Fruit Cup	F Chilled Fruit Juice	F Diced Pears
D Milk	D Milk	D Milk	D Milk	D Milk
		Catsup and Honey Mustard		Taco Sauce
CHEF SALAD	CHEF SALAD	CHEF SALAD	CHEF SALAD	CHEF SALAD
No salads on Monday	M/V Turkey	M/V Ham	M/V CK Choice	M/V Garden Salad
	B Saltines	B Saltines	B Saltines	B Saltines
M/B/F YOGURT MEALS	M/B/F YOGURT MEALS	M/B/F YOGURT MEALS	M/B/F YOGURT MEALS	M/B/F YOGURT MEALS

KEY: M = MEAT
B = BREAD
V = VEGETABLE
F = FRUIT
D = DAIRY

**This item may contain pork.*
***Do not refrigerate this item.*
Revised July 2, 2009

ALL MENUS ARE SUBJECT TO CHANGE WITHOUT NOTICE

DAYTON PUBLIC SCHOOLS

NUTRITION SERVICES DEPARTMENT

LEGACY SCHOOLS MASTER MENU CYCLE 2009-10

Week 5

MONDAY, Month	TUESDAY, Month	WEDNESDAY, Month	THURSDAY, Month	FRIDAY, Month
BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST
		D Yogurt		
B Super Donut	B/B Cereal (2 Choices)	B Sports Bites	B/B Cereal (2 Choices)	B Honey Bun
F Chilled Fruit Juice	F Chilled Fruit Juice	F Chilled Fruit Juice	F Chilled Fruit Juice	F Chilled Fruit Juice
D Milk	D Milk	D Milk	D Milk	D Milk
LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
M/B Cheeseburger on a bun	M/B Meatball Sub	M/B Chalupa	M/B Hot Dog on a bun	M/B Pizza
V Peas and Carrots	V/F Tater Tots	V Pineapple Cup	V Fresh Apple	F Fruit Gelatin Cup
F Gelatin Cup	F Applesauce Cup	F Apple Juice	F Peach Cup	F Apple Juice
D Milk	D Milk	D Milk	D Milk	D Milk
Mustard or Catsup	Catsup	Taco Sauce	Mustard	
CHEF SALAD	CHEF SALAD	CHEF SALAD	CHEF SALAD	CHEF SALAD
No salads on Monday	M/V Turkey	M/V Ham	M/V CK Choice	M/V Garden Salad
	B Saltines	B Saltines	B Saltines	B Saltines
M/B/F YOGURT MEALS	M/B/F YOGURT MEALS	M/B/F YOGURT MEALS	M/B/F YOGURT MEALS	M/B/F YOGURT MEALS

KEY: M = MEAT
B = BREAD
V = VEGETABLE
F = FRUIT
D = DAIRY

**This item may contain pork.*
***Do not refrigerate this item.*
Revised July 2, 2009

ALL MENUS ARE SUBJECT TO CHANGE WITHOUT NOTICE

ATTACHMENT H

BID GUARANTY AND CONTRACT BOND

(SECTION 153.571)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

(Name and Address)

as Principal and _____

(Name of Surety)

_____ as Surety, are hereby held and firmly bound unto Dayton Board of Education, Dayton, Ohio, hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal

to the Obligee on _____

to undertake the project known as: _____

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of

_____ Dollar (\$ _____)

If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable for the payment of penal sum well and truly to be made, we hereto jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred project.

NOW, THEREFORE if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid, or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid or the costs in connection with the resubmission of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the

Principal and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligees against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore and shall pay all lawful claims of subcontractors, material person, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any material person or laborer having a just claim as well as for the Obligees herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions, or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This _____ day of _____, 2004 .

PRINCIPAL:

BY:

TITLE:

SURETY:

SURETY COMPANY ADDRESS:

Street

BY:

Attorney-in-Fact

City State Zip

SURETY AGENT'S ADDRESS:

Agency Name

Street

City State Zip