

DAYTON PUBLIC SCHOOLS

**Request for Proposal
Uniform Purchase for Dayton Public Schools**

DAYTON BOARD OF EDUCATION

115 South Ludlow Street
Dayton OH 45402-1812



Proposals will be accepted until **11:00 AM Friday, January 29, 2010** at Dayton Public Schools, Fiscal Services Offices, 115 South Ludlow Street, 5TH Floor, Dayton OH 45402, for furnishing the services described herein.

RFP No. 09-768
Date: January 8, 2010

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1 Introduction

1.1 Purpose of This RFP

The purpose and intent of this Request for Proposal is to solicit a proposal for purchase from qualified sources, and to establish a contract through negotiations for the Dayton Public School District (herein referred to as DPSD) for the purchase of Uniforms.

1.2 Structure of This RFP

This RFP is organized into seven (7) sections and has five (5) attachments. The sections and attachments are listed below.

- 1. Introduction**
- 2. Background**
- 3. Scope of Service**
- 4. Requirements**
- 5. Instructions to Offerors**
- 6. Evaluation Criteria**
- 7. Terms & Conditions**

Attachments

Proposal Form

Non-Collusion Statement

Affidavit on Disclosure of Delinquent Property Taxes

City of Dayton Human Relations Council Letter

Reference Sheet

2 Background

The Dayton Public School District is a large urban school district with 2,800 employees and approximately 15,000 students attending the city's approximately 35 elementary, middle and high school buildings. There are also approximately five administrative facilities. As a result of the evolution to a decentralized management philosophy, the expectation of producing higher levels of services with decreasing resources, the school district foresees the necessity to maximize the value currently received.

3 Scope of Service

3.1 Scope

The Dayton Board of Education is seeking Price Proposals for the purchase of Uniforms. Uniforms will be required for approximately 38 District maintenance, 28 security, 19 logistics, 220 bus driver, and 144 nutrition services personnel. Summer and winter uniforms will be required. Each person will require a

minimum number of shirts, and/or pants and jackets as outlined in attachment xx. The selected firm will furnish all uniforms to allow District personnel to present an acceptable image for the District. Firm will be responsible for replacing all items that become unserviceable through normal wear and tear. No minimum or maximum number of uniforms will be guaranteed annually.

3.2 Proposals

Proposals must be made utilizing the enclosed Proposal Form.

3.3 Exclusive Purchase Agreement

It is the intent of DPS to award a contract to the successful proposer for a Three (3) Year base period. The agreement may be extended for two (2) additional years in one (1) year increments upon mutual agreement between parties. A contract may be awarded to more than one firm if determined to be advantageous to the Dayton Public School district.

3.4 Bid Price

Proposal price shall include all cost for furnishing new uniforms including costs for monograms and/or screening, and delivery. All costs associated with this contract must be shown on the Price Proposal Form. (See Attachment V – Price Proposal form)

3.5 Description of Items Required

See requirements on Price Proposal Form.

3.6 Additions and Deletions

The Dayton Board of Education reserves the right to make additions or deletions without penalty. Additions and deletions for personal uniforms will be based upon unit cost

3.7 Evaluation Criteria of Offerors (includes but not limited to the following).

- A. Service pricing and availability.
- B. Quality of service, personnel, and facilities of firm's organization, as determined by the DPS.
- C. The firm's References from three (3) major commercial accounts.
- D. The firm's relevant experience, qualifications, and success in providing a service of the type described in this document.
- E. The firm's capability to provide requested services in a timely manner.

3.8 Firm's Addendum (Optional)

This section is provided for the submission of any additional information not included elsewhere and considered to be pertinent to the evaluation of the Request for Proposal.

3.9 Attachments

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

Reference Sheet	Attachment I
Non -Collusion Statement	Attachment II
Affidavit on Disclosure of Delinquent	
Personal Property Taxes	Attachment III
Sample Human Relations Council (HRC) Letter.	Attachment IV
Pricing Form	Attachment V

3.10 Past Performance/Reference Sheets

Offerors shall demonstrate their experience in successfully providing Uniforms that were similar in their nature, size, and scope to this RFP.

The Offeror shall provide the names of three (3) clients (including names, addresses, and telephone numbers) for which the Offeror has provided similar products. These references shall be from contracts that were completed in the past five (5) years in providing Uniform services in a public school environment.

Please complete Attachment I for this purpose. (This attachment may be reproduced as required.) The DPSD may contact any or all of the references at its discretion.

3.11 Non-disclosure Stipulation on DPSD Confidential/Proprietary Data

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

4 Instructions to Offerors

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

4.1 Contacts

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

Contract Representative:

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

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

4.2 Inquiries

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

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

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

Offerors may view inquiries and responses using the following process:

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

4.3 Communication Restrictions

From the release of this RFP until a Proposal is selected and the Contract executed, prospective Offerors may not communicate with any DPSD staff or Member of the Dayton Board of Education concerning this RFP except through the inquiry method. This does not apply to communication during the evaluation

process if DPSD initiates the communication. If an Offeror engages in any unauthorized communication, DPSD may reject that Offeror's proposal.

4.4 Schedule of Events

The schedule for this procurement is given below. DPSD may change this schedule at any time. If DPSD changes this schedule before the Proposal due date, it will do so through an announcement on the DPSD Web site followed by an amendment to this RFP. It is each prospective Offeror's responsibility to check the DPSD Web site for current information regarding this RFP and its Calendar of Events.

Firm Dates

RFP Issued	Friday, January 8, 2010
Inquiry Available	Friday, January 8, 2010
Inquiry Ends	Tuesday, January 19, 2010
Proposal Due Date:	Friday, January 29, 2010

Estimated Dates

Proposal Evaluation	Monday February 1, 2010 through Friday February 5, 2010
Contract Negotiations	same as proposal evaluations
Contract Award	TBD
Contract Start Date	TBD

4.5 Proposal Submittal

4.5.1 Proposal Packaging

Each Offeror shall submit four (4) complete, sealed and signed copies of its proposal. Each Proposal shall be clearly marked, DPSD – Uniform Purchase–RFP# 09-768” on the outside of each envelope.

4.5.2 Format of Proposals

Dayton Public Schools wants clear and concise Proposals. Offerors should take care to completely answer questions and meet the RFP's requirements.

The requirements for the Proposal's binding and formatting are as follows:

- Proposals shall be on 8.5” by 11” paper
- No foldout pages will be allowed
- Minimum 10 point type

- Each Proposal shall include a cover letter signed by an individual with the legal authority to commit the Offeror to this acquisition. The cover letter shall also identify the Offeror's authorized point of contact for this acquisition as well as that point of contact's phone number and FAX number.
- Each Proposal shall be organized in an indexed binder ordered in the same manner as the response items in this RFP.
- Offeror's responses should contain the following, separately indexed:
 - Responses to RFP Section 4
 - Proof of Financial Ability, as described in RFP Paragraph 6.8.
 - Proof of Insurance, as described in Section 7
 - Reference Sheets (Past Performance)
 - Non-Collusion Statement
 - Affidavit on Disclosure of Delinquent Personal Property Taxes
 - Signed Human Relations Council Letter

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

4.5.3 Proposal Deadline and Delivery Location

Proposals shall be received no later than Friday, at 11:00 AM, Eastern Standard Time, the 29th day of January 2010 at the following location:

Dayton Public Schools
Fiscal Services Office
115 South Ludlow Street, 5th Floor
Dayton, OH 45402
Attn: RFP 09-768

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

4.5.4 Acknowledgement of Binding

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

4.5.5 Acceptance of Terms & Conditions and RFP Process

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

4.5.6 Ownership of Proposals

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

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

4.6 Waiver of Defects

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

4.7 Multiple or Alternate Proposals

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

4.8 Amendments to Proposals

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

4.9 Amendments to the RFP

If DPSD decides to revise this RFP before the Proposal due date, amendments will be announced and provided via the DPSD Web Site area for this RFP.

Prospective Offerors receiving the RFP through the Internet shall obtain the amendment from the DPSD Web site for this RFP. Should DPSD make an amendment to the RFP after Proposals have been submitted, but prior to Proposal Deadline, the Offeror will be permitted to resubmit their Proposal. Resubmission shall be prior to official Proposal Deadline.

4.10 Ownership of Deliverables

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

4.11 Licenses

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

4.12 Inspection of Facilities

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

4.13 Non-Waiver of Defaults

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

4.14 Non-Appropriation of Funds

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

4.15 Offer Expiration

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

5 Evaluation Criteria

5.1 Disclosure of Proposal Contents

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

registry of Proposals containing the name and address of each Offeror. The registry will be made available for public inspection after the Proposals are opened.

5.2 Rejection of Proposals

Dayton Public Schools shall reject any late Proposal. Dayton Public Schools may reject any Proposal that is not in the required format, does not address all requirements of this RFP, or that DPSD believes is excessive in price or otherwise not in its interests to consider or accept. In addition, DPSD may cancel this RFP, reject all the proposals, and seek to execute the contract through a new RFP or other means.

5.3 Proposal Evaluation Overview

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

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

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

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

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

5.4 Initial Review

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

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

5.5 Clarification Requests

During the evaluation process, the Contract Representative or the evaluation committee may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct any defects in its Proposal if doing so does not result in an unfair advantage for the Offeror. The Offeror shall have two (2) working days to respond to a DPSD Clarification Request (CR). If the Offeror has not responded to the request within the specified timeframe, the Offeror shall be considered non-compliant and may be withdrawn from Active Consideration. The Contract Representative and/or their designee via telephone will notify an Offeror of a CR. Once notified, the Offeror shall receive the CR via FAX for response. The Offeror shall hand deliver or FAX the CR response directly to the Contract Representative within the timeframe specified above. Receipt by DPSD of the CR response is solely the responsibility of the Offeror. DPSD will not be responsible for non-receipt of CR responses (e.g., FAX failure).

5.6 Committee Review of the Proposals

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

The evaluation committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or other DPSD personnel with technical or professional experience that relates to the Contract or to a criterion in the evaluation process. The evaluation committee may seek reviews of end users of the Contract service, or the evaluation or advice of other DPSD committees that have subject matter expertise or an interest in the Contract. Those Offerors submitting the highest rated Proposals will be scheduled for subsequent phases, if applicable. The number of Proposals forwarded to the next phase will be within the committee's discretion, but regardless of the number of Proposals selected for the next phase, they will always be the highest rated Proposals from each phase.

5.7 Proposal Evaluation Criteria

5.7.1 Proposal Criteria

In the Proposal evaluation phase, the committee will rate the Proposals submitted in response to this RFP based on the criteria reference in section 3.7. Each evaluator will score each Proposal individually. The Procurement Representative will then total the individual evaluator's scores for each Proposal to arrive at a group consensus score for each Proposal.

This RFP asks for responses and submissions from Offerors, most of which represent components of the criteria referenced in section 1.2. While each criterion represents one part of the total basis for a decision to award the Contract to an Offeror, a failure by an Offeror to make a required submission to meet a

mandatory requirement will normally result in a rejection of that Offeror's Proposal.

5.7.2 Cost Proposal Criteria

Cost Criteria: The Offeror's cost proposal will be analyzed and evaluated by utilizing, but not be limited to, the following criteria:

Completeness: ***Cost should reflect fulfillment, to the fullest extent possible, of all requirements depicted in the RFP.***

Reasonableness: Rates will be compared to industry average rates and should be commensurate with the skill levels and experience of the staff proposed.

Realism: Costs are compatible with proposal scope and effort, being neither excessive nor insufficient for the effort to be accomplished.

The findings of the Cost Proposal evaluations will be utilized as a factor in the evaluation of each Proposal as a whole to determine best value for DPSD.

5.8 Financial Ability

Part of the Proposal evaluation criteria is the qualifications of the Offeror, which includes as a component, the Offeror's financial ability to perform the Contract. This RFP requires the submission of audited financial statements from all Offerors in the Proposal contents as an attachment. All Offerors shall submit audited financial statements for the past three (3) years.

In evaluating an Offeror's financial ability, the weight the committee assigns, if any, to that financial ability will depend on whether the Offeror's financial position is adequate or inadequate. That is, if the Offeror's financial ability is adequate, the value assigned to the Offeror's relative financial ability in relation to other Offerors may or may not be significant, depending on the nature of the Contract. If the evaluation committee believes the Offeror's financial ability is inadequate, this factor will be critical to acceptance of the Offeror's proposal, and the committee may reject the Proposal despite its other merits.

5.9 Interviews and Presentations

Interviews and Presentations shall be at the discretion and convenience of the evaluation committee. The evaluation committee may record any presentations and/or interviews.

The evaluation committee normally will not numerically rank interviews and presentations. Rather, each committee member may decide to revise his or her existing Proposal evaluations based on the interviews, presentations, and/or demonstrations as long as information was documented in the original proposal.

5.10 Contract Negotiations

The final phase of the evaluation process is Contract negotiations. Negotiations will be scheduled at the convenience of the committee. The selected Offeror(s) must negotiate in good faith.

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

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

5.11 Failure to Negotiate

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

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

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

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

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

5.12 Contract Award

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

Best value may not necessarily be the lowest cost or the highest ranked Proposal. DPSD defines best value as a combination of sound and qualified products and services with a thorough and reasonable cost that best meets the needs of DPSD.

Firm is prohibited from assigning, transferring or subletting any portion of this agreement, without the written consent of DPSD. Dayton Public School District shall assume no liability for payment other than to the selected firm.

6 Terms & Conditions

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

6.1 Contract Term

The Term of the Contract resulting from this RFP shall be determined upon award and to be executed solely at the discretion of DPSD.

6.2 Late

Late proposals will NOT be accepted.

6.3 Facsimile

Facsimile proposals will not be accepted.

6.4 Opening

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

6.5 Indemnity

The firm shall indemnify the DPSD from all damage caused to the DPSD property as a result of the negligent actions or wrongful acts of the vendor, its employees, servants, and/or agents. The firm shall indemnify and hold harmless the District, its employees, servants and/or agents from all claims, demands, actions, suits, or proceedings initiated by third parties arising from the negligence of the firm, its employees, servants, and/or agents.

6.5.1 Protection of Persons and Property

The Offeror shall take all reasonable precautions for safety and reasonable protection to prevent damage, injury, or loss to all of his employees and other persons.

6.6 Liability Insurance

Unless otherwise provided in the RFP, the contract stemming from this proposal solicitation shall require that the successful vendor purchase and maintain a policy of Insurance to protect the successful vendor and the DPSD from claims which may arise out of the contract stemming from this proposal solicitation. Unless otherwise provided in the Bid Document, such insurance policy shall be written for not less than five hundred thousand dollars (\$500,000.00) for any person injured in any accident and with a total liability of one million dollars (\$1,000,000.00) for all persons injured in any one accident and in the amount of five hundred thousand dollars (\$500,000.00) for each accident or occurrence as compensation for damage caused to property of others.

6.6.1 Worker's Compensation

The selected vendor agrees to furnish an official certificate or receipt of the Ohio Bureau of Workers' Compensation showing payment of necessary premiums to the State Insurance fund when such certificates are required in the Request for Proposal.

6.6.2 Comprehensive General Liability

The selected vendor shall carry comprehensive general liability (to include): Contractor's Liability and Product Liability, and Personal Injury and Property. Bodily Injury, including Personal Injury and Damage of \$1,000,000.00 for each occurrence/or as required by law, whichever is greater and provide annual proof thereof to DPSD.

6.6.3 Comprehensive Automobile Liability

The selected vendor shall carry comprehensive automobile liability including non-ownership and hired car coverage as well as owned vehicles, bodily injury and damage of \$1,000,000.00 for each occurrence or as required by law, whichever is greater and provide annual proof thereof to DPSD.

6.6.4 Certificates of Insurance

Certificates of insurance which are acceptable to the DPSD legal department shall be filed with the District prior to the commencement of any work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled unless a fifteen-day (minimum) prior written notice has been given to the District. Alternate Bids for insurance requirements may be submitted however, it shall be at the sole discretion of the District to accept the alternate.

6.7 Applicable Laws

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

6.8 Governing Law

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

6.8.1 Equal Opportunity

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

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

6.9 Termination Clauses

6.9.1 Termination for Convenience

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

6.9.2 Termination for Default

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

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

6.9.3 Taxes

Dayton Public Schools District is exempt from, and will not pay either directly or indirectly, Federal Excise Tax, State or Local Sales Taxes, or Property Taxes. Pricing shall not include such taxes. Exemption certificates for Federal Excise Tax will be furnished upon request.

ATTACHMENT I

CONTRACTOR PROFILE PAST PERFORMANCE

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

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

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

ATTACHMENT II

NON-COLLUSION STATEMENT

DECLARATION UNDER PENALTY OF PERJURY

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

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

FIRM: _____

BY: _____
(SIGNATURE)

TITLE: _____

ADDRESS: _____

DATE: _____

ATTACHMENT III

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

(R.C. 5719.042)

State of Ohio
County of Montgomery

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

Signature of Officer or Owner

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

_____ day of _____.

Notary Public

My Commission Expires_____

Attachment IV

Sample Human Relations Council Letter

Mr. Claud Bell, Sr.
Chairperson

Jerald L. Steed
Executive Director



CITY OF DAYTON, OHIO
HUMAN RELATIONS COUNCIL

131 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.