

DAYTON PUBLIC SCHOOLS

Request for Proposal Managed Information Technology Services

DAYTON BOARD OF EDUCATION
Purchasing Services
Jackson Center
329 Abbey Street
Dayton, Ohio 45417



Electronic Bids will be accepted until **12:00 noon, October 31, 2022**. All submissions must be uploaded to the DPSD Bonfire Public Portal at <https://dps.bonfirehub.com/opportunities>. See Submission Instructions Exhibit B of this document.

RFP 22-031

Date: September 28, 2022

NOTICE LEGAL

Dayton Public School District (DPSD) intends to enter into an agreement with a qualified vendor to deliver Managed Information Technology Services (MITS) for Dayton Public Schools.

On September 28, 2022 DPSD will post a formal solicitation for RFP 22-031 Managed Information Technology Services at: <https://dps.bonfirehub.com/opportunities>.

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. It is the responsibility of interested parties to continuously visit this website to receive any additional posted information regarding this solicitation. All questions pertaining to this solicitation will be accepted ONLY in writing through the DPS.Bonfirehub.com until October 19, 2022 at 12:00 p.m. EST.

A Virtual Pre-Proposal Conference will be held Wednesday, October 12, 2022 @ 11:00 a.m. Attendance is strongly recommended. Details for joining the meeting will be found in the solicitation document.

Sealed Proposals to provide MITS For Dayton Public Schools will be accepted on Monday, October 31, 2022, 12:00 p.m. EST. Responses must be submitted electronically at **<https://dps.bonfirehub.com/opportunities>**.

Firms submitting Bids must be approved by the Human Relations Council of the DPSD of Dayton and must submit with their Response Affidavit of Affirmation Action. Per Ohio Revised Code 5719.042, DPSD requires that all firms submit with their response an affidavit affirming status of no delinquency on property taxes.

The Board of Education reserves the right to accept or reject any or all Proposal resulting from above.

DAYTON BOARD OF EDUCATION

William Smith, President

Hiwot Abraha, Treasurer

Publication Dates: September 28, Oct 2, 9 & 16, 2022

Bid Due Date: October 31, 2022

1.0 Purpose

The purpose and intent of the Request for Proposal is to solicit Managed Information Technology Services (MITS) from a qualified Offeror and to establish a contract through negotiations for continuing development and support of specific IT services for the Dayton Public School District, herein referred to as DPSD.

1.1 Onsite IT Management Services Sought

- Network and Cybersecurity
- IT Help Desk
- Application Data and Management
- Education Technology Support
- Software Technical Support
- Desktop/Hardware Support
- Cloud Services Support
- Program Management

1.2 Bidders' Conference

A Virtual Pre-Proposal Conference will be held Wednesday, October 12 · 11:00am – 12:00 p.m.
Google Meet joining info

Video call link: <https://meet.google.com/vbr-zgsb-fee>

Or dial: (US) +1 413-853-2634 PIN: 706 018 162#

More phone numbers: <https://tel.meet/vbr-zgsb-fee?pin=2584026216732>

1.3 Proposal Due Date

Sealed Proposals to provide MITS For Dayton Public Schools will be accepted on Monday October 31, 2022 at 12:00 p.m. EST. Responses must be submitted electronically at <https://dps.bonfirehub.com/opportunities>.

1.4 Inquiries

Inquiries regarding this RFP can be made only during the inquiry period listed, and through the Bonfire application. No queries shall be made in regards to this solicitation to Board members or employees of the District outside of this process. Responses to inquiries will be made available as indicated in this document. Offerors submitting inquiries will not receive a personalized response.

1.5 Schedule of Events

The schedule for this procurement is given below. If DPSD changes this schedule before the Proposal due date, it will do so through an announcement on the [DPS.Bonfirehub.com](https://dps.bonfirehub.com) Web site followed by an amendment to this RFP. It is each prospective Offeror's responsibility to check the Bonfire website for current information regarding this RFP. ANY and all notifications regarding this solicitation will be communicated through this channel, including schedule changes.

Firm Dates		
RFP Issued	Wednesday	September 28, 2022
Bidders' Conference	Wednesday	October 12, 2022
Final Bidder's Questions	Wednesday	October 19, 2018 12:00 p.m.
Answers to Questions Posted	Monday	October 24, 2022
Proposal Due Date	Monday	October 31, 2022
Estimated Dates		
Proposal Evaluation and Interviews	Wednesday	November 2-15, 2022
	Friday & Tues	November 18 & 22, 2022
Contract Negotiations	Monday	November 28-December 2, 2022
Contract Award	Tuesday	November 22, 2022
IT Services Transition		NLT March 2023

2.0 Background

The Dayton Public School District (DPSD) is a large urban school district with approximately 2,400 employees and 12,000 students. The District operates a total of 32 instructional and administrative facilities.

DPSD seeks a technology management solution that will provide stable, reliable and high-quality IT services to students and staff.

2.1 Current DPSD IT Environment

2.1.1 Architecture

The Offeror shall thoroughly understand the DPSD IT environment and shall demonstrate this knowledge in their Proposal; the Offeror shall be responsible for maintaining/upgrading as well as improving the operational status of the DPSD IT Architecture.

2.1.2 Organic Support

DPSD organic IT support consists of the Executive Director of Data and Technology (Superintendent when vacant). This position currently oversees the operations of administrative IT services; contracted IT support staff; federal E-Rate programs; and various IT contracts.

2.1.3 Contractor Support

The majority of DPSD IT support is contracted. The contracted staff will report to the DPSD Executive Director of Data and Technology (Superintendent when vacant).

3.0 Scope of Service

See Appendix S – Section 3.0 Scope of Service (separate document)

4.0 INSTRUCTIONS FOR SUBMISSION

DPSD uses Bonfire software as an electronic tool for solicitations. Detailed submission instructions are included as Exhibit II to this document. Respondents must register with Bonfire at <https://dps.bonfirehub.com/opportunities> to submit Proposals. It is suggested that firms view the short video demonstration regarding submission prior to Proposal deadline to ensure all requirements for submission can be met by date and time of close.

4.1 A. Information

4.1.1 All Proposers are expected to carefully examine the RFP documents. Any ambiguities or inconsistencies should be brought to the attention of the individual identified in this RFP. It is believed that all information necessary to complete a response is included in this RFP. It is the responsibility of the Proposer to obtain clarification of any information contained herein that is not fully understood.

4.1.2 The Proposer, by and through the submission of a Proposal, agrees to be held responsible for:

- a. having examined the Request for Proposal and all referenced citations of judicial decisions, statutory authority, and local policy;
- b. having become familiar with the nature and scope of the Services required by the District; and
- c. identifying any local conditions that may affect the labor availability, administrative rules and other factors that may impact the District’s timeline for completion of the Services.

4.1.3 Rights of the Dayton Public School District

The District reserves the right to require additional information from Proposers and to conduct necessary investigations to determine Proposer performance and to determine the accuracy of Proposal information.

4.1.4 Written Inquiries

Proposers may make inquiries concerning this RFP to obtain clarification of the requirements. Inquiries must be submitted through Bonfire no later than close of business on the date specified in this document. No phone calls or email queries will be accepted.

4.1.5 Proposer Conduct

During the RFP process, proposers are not permitted to contact any DPSD Board Member or employee unless at the request of DPSD’s designated project manager. Communications regarding this RFP will be accepted only in writing. No gratuities of any kind will be accepted including meals, gifts, or trips. Violation of these conditions will subject any proposer to immediate disqualification .

4.2 Attachment I - General Information Questionnaire

Firms should complete Attachment I - General Information Questionnaire. This form must be signed by a person with signatory authority to contract.

4.3 Attachment II - Cost Proposal Form

The Offeror shall bid this Contract as a Fixed Fee Proposal. The Billable Rate is defined as the total hourly rate that DPSD will be charged for any labor or project work outside the scope of the agreement. A Contract Year is defined as 365 days (e.g., July 1, 2023 through June 30, 2024).

The Offeror's cost proposal should not contain any overtime hours, and reflect DPS administrator holiday calendar.

The Offeror(s) shall submit pricing for goods and services in the manner stipulated in this document (Price Proposal Form). All pricing must be valid for at least 90 days from the solicitation close date, unless otherwise noted. The cost proposal must be signed by person(s) which have signatory authority to make said offer at the time of the response. If applicable all DPSD's Addendum(s) must be acknowledged. Firm's should outline and itemize any set-up and implementation fees as well as reoccurring/ongoing monthly fees and upload as Attachment IIA. Outline how any special programming requests would be priced. Include any performance guarantees that are available around implementation and offered services.

4.4 Attachment III - Qualifications and Experience Questionnaire

Firms should complete Attachment III - Qualifications and Experience Questionnaire, providing details of the firm's capability and capacity to meet the requirements of this engagement.

4.5 Attachment IV - Technical Plan

Firms should provide detailed responses to Attachment IV - Technical Plan

5.0 ADDITIONAL ATTACHMENTS

5.1 Attachment V – Non Collusion Form

Per the laws of the State of Ohio, no Respondent may engage in activities with any other firm or organization to manipulate pricing or hinder competition. All Respondent must complete and submit the non-collusion form with the solicitation Response.

5.2 Attachment VI –Affidavit of Disclosure of Delinquent Property Taxes

Based on Ohio Revised Code 5719.042, the Dayton Board of Education requires that all firms submit with their Proposal an affidavit affirming status of delinquency on property taxes. The Affidavit affirming that there are no delinquent property taxes must be completed, signed, notarized and submitted with the solicitation Response.

5.3 Attachment VII –Affidavit for Affirmative Action Hiring Practices

Firms submitting Proposal must affirm that hiring practices meet federal guidelines for affirmative action. Upon contracting, the firm's Affirmative Action plan must be approved by the Human Relations Council (HRC) of the City of Dayton (or another approved agency) and must submit with their evidence of such approval. Firms interested in bidding for future contracts with DPSD should complete submit application at the link below. Approval by HRC must be received prior to contract. <http://daytonhrc.org/>

5.4 Attachment VIII –References

The Respondent shall also include a list of at least three (3) firms on Attachment VIII. Respondent shall be given special consideration if the past performances presented demonstrate similar experience in a K-12 school system equal to or larger in size than DPSD. It is the expectation that the DPSD evaluation team will attempt to verify the information on with the contact information as provided. It is the Respondent’s duty to ensure that the contact information provided is accurate and up-to-date at the time of submission, and to notify the references of the potential that DPSD personnel may attempt to make contact and the necessity of a prompt response.

5.5 Attachment IX–Client List

The Respondent shall provide a current client list including when acquired, and current term of contract.

5.6 Attachment X – Performance Requirements Metrics

Firms must complete Attachment X – Performance Requirements Metrics. See Exhibit S Scope of Service 3.2.10 Performance Requirements.

5.7 Appendix IP-I thru IP-IV – DPS Community Inclusion Program (CIP) –

In January 2004, the Dayton Board of Education approved a resolution enacting the DPS Community Inclusion Program. The premise of this program is that firms doing business with DPS will make good faith efforts to actively seek local and economically disadvantaged business enterprises (EDBE) and/or State of Ohio EDGE certified firms for the engagement of all contract related activities in regards to the proposed offerings for this project. Goals and guidelines of the DPS CIP are outlined in appendix annotated above. OFFERORS MUST COMPLETE AND INCLUDE THE EDBE/EDGE PROVIDER AND WORKFORCE PARTICIPATION FORM (Attachment X) with the solicitation response, regardless of the expected level of participation. Supplemental documentation showing good faith effort should be submitted in addition to this form. Any questions concerning the DPS CIP should be addressed through Bonfire.

5.8 Company Financials

Firms must provide financial statements giving the District enough information to determine financial stability, included but not limited to:

- a. Consolidated Balance Sheet or Annual Report for the past two (2) years
- b. Two (2) years Consolidated income statements and related earnings
- c. Statement of changes in financial position
- d. Letter from firm’s banking institution
- e. Statement from certified public accounting firm

5.9 W 9

Firm shall complete, sign, and submit current W-9

5.10 DPSD Professional Services Agreement

It is the intent of DPSD to utilize the Professional Services Agreement in Exhibit A. Please review DPSD standard service agreement and provide concurrence that this is an acceptable contract document. Ability to accept this document will be evaluated as a condition of vendor responsiveness. Firm(s) responding to this solicitation must acknowledge acceptance or rejection of the document by indicating Y/N when submitting response. Proposed alternate terms and conditions must be uploaded to Bonfire for consideration.

5.11 **Format of Proposals**

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

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.

5.10

5.12 **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 supersede all communication between the parties regarding the Contract's subject matter.

5.13 **Acceptance of Terms and 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.

5.14 **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.

5.15 Waiver of Defects

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

5.16 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.

5.17 Alternative Proposals

All Offerors must respond to solicitation requirements. Any alternate proposals must be submitted separately, and marked "Alternate Proposal".

5.18 Ownership of Deliverables

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

5.19 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(s) for services listed herein. No legal liability on the part of DPSD arises until funds are made available for this contract.

5.20 Offer Expiration

All offers shall remain open for 120 days following the date established for submission of offers and for such longer time as is mutually agreeable.

6.0 PROPOSAL EVALUATION PROCESS

6.1 Disclosure of Proposal Contents

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.

6.2 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.

6.3 Proposal Evaluation Overview

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

1. The Procurement Representative's Initial Review
2. The Evaluation Committee's evaluation of the technical, cost, past performance and compliance proposal
3. 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 any phases are necessary. The committee has the right to eliminate or add phases as deemed necessary to ensure a complete, thorough, and impartial evaluation.

6.4 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.

6.5 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 e-mail for response.

The Offeror shall e-mail 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., e-mail failure).

6.6 Committee Review of the Proposals

The evaluation committee will evaluate and numerically score each Proposal that the Procurement Representative has recommended. The evaluation will be according to the evaluation criteria.

The evaluation committee may also have the Proposals or portions 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.

6.7 Selection Considerations

Evaluations of proposals will be based on, but not limited to the following criteria:

- a. Service offering, pricing, quality, and prior experience with K12 school district of relative scope and size
- b. Value added considerations and benefits to the DPSD;
- c. The experience, skill level, and availability of proposed personnel from Offeror's organization, as determined solely by the DPSD;
- d. The Offeror's relevant experience, qualifications, and success in providing a service of the type described in this document;
- e. The Offeror's reputation for quality service and problem solving within the marketplace;
- f. The agreement terms proposed by the Offeror that would govern any contract relationship with DPSD;
- g. The Offeror's capability to provide requested services in a timely manner as agreed upon;
- h. The Offeror's Past Performance references from three major projects within the past 3 years;
- i. The firm's ability to meet good faith efforts of the DPSD Community Inclusion Program.
- j. The primary goal of this RFP is to ensure that DPSD obtains the highest quality of Managed Information Technology Services at a reasonable cost. 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 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.
- k. The firm's Dunn and Bradstreet standing.

This RFP asks for responses and submissions from Offerors, most of which represent components of the above criteria. 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.

Weighted Criteria for this solicitation is as follows:

- Pricing-20%
- Qualifications-45%
- Experience-20%
- DPS Inclusion Program-10%
- Compliance to RFP request-5%

6.8 INTERVIEWS AND PRESENTATIONS

Interviews and presentations shall be at the discretion and convenience of the evaluation committee. The evaluation committee shall call for such interviews and presentations so as to clarify and better understand Offerors submitted proposal. The Offeror shall be prepared to have in attendance the key personnel as described in Section 4.

The evaluation committee 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.

6.9 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.

Any oral modification of a Proposal will be reduced to writing by the Offeror as described below.

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

6.10 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 Contractor and submitted to the evaluation committee. The negotiated changes to the successful Offeror proposal 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.

6.11 Contract Award

DPSD intends to award a contract resulting from this solicitation to the responsible Offeror whose Proposal represents the best value to DPSD in accordance with the factors stated in the RFP.

Best value may not necessarily be the lowest cost. DPSD defines best value as a combination of a sound and qualified Technical/Management Proposal with a thorough, and reasonable Cost that best meets the needs of DPSD.

8.0 TERMS AND 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 maintenance agreement arrangements.

8.1 Late:

Late proposals will be accepted; but will not be considered for this project; however, they may be filed for future requirements.

8.2 Indemnity:

The firm shall indemnify the DPSD all damage caused to the DPSD property as a result of the negligent actions or wrongful acts of the firm, 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.

8.2.1 Protection of Persons and Property:

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

8.3 Liability Insurance

Before starting any work under the agreement, the firm shall except, as otherwise approved by DPSD, take out and maintain at own cost and expense, the following insurance. Such insurance shall be with companies and with limits satisfactory to DPSD, and not less than required by law.

8.3.1 Worker's Compensation:

The selected firm agrees to furnish an official certificate or receipt of the Industrial Commission of Ohio showing payment of necessary premiums to the State Insurance fund when such certificates are required in the Request for proposal.

8.3.2 General Liability:

The selected firm shall carry 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.

8.3.3 Automobile Liability:

The selected firm shall carry 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.

8.3.4 Certificates of Insurance:

Certificates of insurance which are acceptable to 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.

8.4 Applicable Regulations

All services provided shall comply with all applicable federal, state and local regulations.

8.5 Governing Law

Any agreement resulting from this Request for proposal is subject to the DPSD's policies and other applicable federal, state, and local laws.

The Offeror hereto expressly agree that this Agreement will be construed and enforced in accordance with the laws of the State of **Ohio**.

The Offeror shall obtain Bureau of Criminal Identification and Investigation (BCII) reports on all Offeror staff who will be working with DPSD students within the MITS contract.

Only those Offeror staff members whose backgrounds are compliant with all relevant Ohio laws will be permitted to participate on the contract.

The Offeror will maintain strict confidentiality regarding the pupils of Dayton Public Schools. Any research or writing based in whole or part upon this effort shall not be published without the written consent of the other party, except that the parties may share information for educational purposes or for the purposes of presentation at educational conferences provided complete anonymity is maintained regarding personally identifiable student information. The parties shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C Section 1232g, as applicable.

8.6 Equal Opportunity

The firm to whom the agreement 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 firm agrees that it 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 firm further agrees to post in conspicuous 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 firm agrees in its 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.

The firm agrees to cooperate fully with the DPSD to ensure that the provision of this equal opportunity employment clause is being carried out.

9.0 TERMINATION CLAUSES

9.1 Termination for Convenience:

DPSD may terminate the agreement, 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 90 days written notice to the firm. DPSD shall pay all reasonable cost incurred by the firm up to the date of termination. The firm shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

9.2 Termination for Default:

When the firm has not performed or has unsatisfactorily performed the repairs DPSD may terminate the agreement for default. Upon termination for default, payment may be withheld at the discretion of DPSD. Failure on the part of a firm to fulfill the agreement obligations shall be considered just cause for termination of the agreement. The firm 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 agreement. If at any time during the term of the agreement, the school district determines that the firm has not kept and observed the conditions of the agreement, and has not corrected the breach within five (5) working days following receipt of written notice, DPSD shall have the right, in its sole discretion to terminate said agreement upon five (5) days additional written notice.

9.3 Termination Assistance

In the event of the expiration or termination of the Contract resulting from this RFP for any reason, the contractor shall (1) cooperate with DPSD in effecting the orderly transfer of the services to a third party or the resumption of the services by DPSD (2) transfer, license, or obtain for DPSD, as appropriate, any tools and equipment used by the contractor in the provision of the services that are not used exclusively for DPSD's account (tools and equipment used exclusively for DPSD's account shall be owned by DPSD), and (3) continue to perform those services and deliverables requested by DPSD in accordance with this Contract (the "Termination Assistance Services"). With respect to the Termination Assistance Services to be provided in connection with the expiration of the Term, such services will be provided during the last 12 months of the Term during, and as part of, the performance of the services hereunder at no additional cost.

Termination Assistance Services in all other events of termination shall be provided for up to 180 days after the effective date of the termination. The allocation of costs associated with termination shall consist of only the labor hours specified as necessary per DPSD for Termination Assistance, and there shall be no additional costs to DPSD other than specified. Notwithstanding the reasons for any termination of this Contract, termination shall have no effect on the parties' rights and obligations under: Ownership and Licensing, Confidentiality, and Limitation of Liability.

10.0 Additional Information, Terms and Conditions

- 10.1** The submission of a response shall be prima facie evidence that the proposer has full knowledge of the scope, nature, quantity, and the quality of work to be performed, the detailed requirements of the project, and the conditions under which the work is to be performed as described in this Request for Proposal.
- 10.3** The District reserves the right to reject any and all responses, the right in its sole discretion to accept the responses it considers the most favorable to the District's interest, and the right to waive irregularities in the response and request process. The District further reserves the right to reject all responses and end the Request for Proposal or to seek new responses when such procedure is reasonably in the best interest of the District.
- 10.4** The Dayton Public School District is exempt from all federal excise, state, and local taxes. Tax exemption certificates will be furnished upon request.
- 10.5** Responses submitted after the due date and time noted in this document shall not be considered.
- 10.6** The proposer shall furnish the District such additional information as the District may require.
- 10.7** All information, documentation, and other material submitted by the proposer may be subject to public disclosure under the Ohio Public Information Act. Proposers will be deemed to have knowledge of this law and how to protect their interests under the law.

ATTACHMENT I GENERAL INFORMATION QUESTIONNAIRE

- 1. Respondent Information:** Provide the following information regarding the Respondent.
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-Consultants are not Co-Respondents and should not be identified here. If this Proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Firm Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____ Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Comptroller's Taxpayer Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship. If checked, list Assumed Name, if any: _____

Partnership

Corporation

If checked, check one:

For-Profit

Nonprofit

Domestic

Foreign

Also, check one:

Other If checked, list business structure: _____

<p>Printed Name of Contract Signatory: _____</p> <p style="text-align: center;">BY: _____ (Signature)</p> <p style="text-align: center;">TITLE: _____</p> <p style="text-align: center;">ADDRESS: _____</p> <p style="text-align: center;">DATE: _____</p>
--

Job _____

Title: _____

(NOTE: This RFP solicits Proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Provide address of office from which this project would be managed:

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

List Percentage of Employees that reside in the following:

DPSD _____% City of Dayton _____% Montgomery County _____% Ohio _____%

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

List Related Companies:

2. Contact Information: List the one person who DPSD may contact concerning your qualifications or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ___ No ___

4. Is Respondent authorized and/or licensed to do business in Ohio?

Yes ___ No ___

If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

6. **Local/County Operation:** Does the Respondent have an office located in Dayton, Ohio?

Yes ___ No ___

If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its Dayton office?

Years Months__

b. Choose only one (1) Is the firm headquartered in the following:

DPSD? City of Dayton_____Montgomery County_____Ohio_____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ___ No ___

Y

If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

- 8. Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations?
Yes __ No __

If “Yes”, state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

9. Previous Contracts:

- a. Has the Respondent ever failed to complete any contract awarded?
Yes _____ No__

If “Yes”, state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

- b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes_ _____ No _____

If “Yes”, state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

- c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes No

If “Yes”, state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.



ATTACHMENT II

PRICE PROPOSAL FORM

OFFEROR:

TO: THE DAYTON BOARD OF EDUCATION
136 S. Ludlow Street
Dayton, OH 45402-1812

The base Rate will be used for evaluation and budgetary purposes and should not be construed as a guaranteed cost. **Identify separate cost for in detail as “Attachment IIA.** DPSD will pay only for services provided.

Cost Proposal Matrix	
Year 1	\$
Year 2	\$
Year 3	\$
<i>Option Year 4</i>	\$
<i>Option Year 5</i>	\$
Total Price	\$
Maximum Hourly Rate (for projects outside contract scope)	\$

Acknowledgement of Addendums:

1 2 3 4 5



ATTACHMENT IIA

Pricing Schedule	
SERVICES	Annual Cost
NOC Services	\$
Help Desk Services	\$
Onsite Support Services	\$

The undersigned as Offeror declares that the only parties interested in this proposal as principals are named herein; and that this proposal is made without collusion with any other person, firm or corporation; and that no officer or agent of the owner is directly or indirectly interested in this proposal.

Offeror hereby attests that any agreement for services required by DPSD resulting from this solicitation will be provided at the rates as submitted on the firm’s proposed Pricing, Attachment I and Pricing Schedule, Attachment IA. Any amendment, increases or elimination of offerings, subsequent to this agreement must be agreed upon by both the Offeror and DPSD.

Firm Name: _____

Firm’s address _____ City/State _____ Zip _____

Signature of authorizedAgent _____ email _____ phone _____

Print Name/Title _____ date _____

Signature of authorizedAgent _____ email _____ phone _____

Print Name/Title _____ date _____

ATTACHMENT III
QUALIFICATIONS AND EXPERIENCE QUESTIONNAIRE

Offerors shall demonstrate their experience in successfully providing comprehensive IT services that were similar in nature, size and scope to this RFP. Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. Identify associated results or impacts of the project/work performed.
2. Describe Respondent's specific experience with public entities, especially urban K12 school districts (other than DPSD). Use Attachment VII for this purpose.
3. Describe Respondent's strongest capabilities or service niches
4. Discuss firm's position in the marketplace.
5. Provide client list with year acquired. Use Attachment IX for this purpose.
6. List any other resources, including special relationships, equipment, etc. available to support this project.
7. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures, and/or sub- contractors have worked together in the past.
8. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract. Include Project Lead name and contact information. Respondent should include organization chart outlining roles and responsibilities as it relates to this solicitation.
9. Provide resumes for key staff members that will be assigned to this project. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience (see Section 3.2.5).
10. Identify industry awards, recognitions, and or accommodations the firm or team member(s) have received.

ATTACHMENT IV - TECHNICAL PROPOSAL

Technical Proposal

The Technical Proposal shall concisely describe the Offeror's approach to satisfying all of the requirements of this three-year contract as depicted in Section 3.0 Scope and Services. Any Technical Proposal not fulfilling all requirements as defined in this RFP shall be excused from further consideration.

1. Help Desk Services:

- A. Provide a detailed description of your suggested help desk solution software and features (DPSD utilizes FMX)
- B. Provide a detailed description of the help desk ticket lifecycle
- C. Describe the SLA's you will hold yourself accountable to and penalty if not met
- D. Describe your remote management and monitoring (RMM) solution
- E. Provide your average # of open tickets per technician
- F. Provide your average # of people staffed at a remote help desk
- G. Describe your ticket escalation and process to dispatch technicians
- H. Provide an example of a monthly performance report
- I. Describe your process of communication with external vendors and manufacturers
- J. Describe additional services that would support your response

2. Network and Cybersecurity Services:

- A. Describe your process and plan for supporting data backup and disaster recovery
- B. What virus protection software would you utilize?
- C. Describe how you will provide security for data and other sensitive materials

3. Onsite Support Services:

- A. List manufacturer repair certifications
- B. Provide a detailed description of your suggested onsite support structure
- C. Provide an organizational chart of proposed onsite support staff
- D. Describe what inventory system you will utilize

4. Describe knowledge and experience with the following programs/applications:

- A. Applications listed in the following tables: 3, 4, 5, 6, 7, 9, 10, and 11
- B. Google
- C. eSchoolPlus
- D. BusinessPlus
- E. EMIS

5. Describe previous experience with Program Management (reference Exhibit S Section 3.2.9 Program Management Table 2).

**ATTACHMENT V
NON-COLLUSION STATEMENT**

**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 DPSD 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 VI
AFFIDAVIT ON DISCLOSURE OF DELINQUENT PROPERTY TAXES

**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 VII
AFFIDAVIT FOR AFFIRMATIVE ACTION HIRING PRACTICES**

**DECLARATION OF AFFIRMATIVE ACTION HIRING PRACTICES
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; and that the undersigned is informed of all the relevant facts surrounding the preparation and submission of this response; and that the undersigned knows and represents and warrants to the DPSD that the firm hiring practices meets federal guidelines for hiring without prejudice of race, gender, religion, and/or sexual orientation. Furthermore, upon contracting with the District, the firm will provide an approved Affirmative Action plan from the City of Dayton Human Relations Council and/or another certifying body approved at the sole discretion of DPSD.

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

FIRM: _____

BY: _____
(Signature)

TITLE: _____

ADDRESS: _____

DATE: _____

ATTACHMENT VIII

REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided. One reference should be a municipality or public sector client. Additionally, please include one reference for a terminated client.

Reference No. 1:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Date and Type of Service(s) Provided:

Reference No. 2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Date and Type of Service(s) Provided:

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Date and Type of Service(s) Provided:

ATTACHMENT IX – CURRENT CLIENT LIST

NAME OF FIRM		PROPOSAL DATE	
Client Names	City/State	Contract Term	Summary of Services Provided

Attachment X

Performance Requirement Category	Metric
Response Time - Defined as elapsed time in business hours from when a helpdesk ticket is forwarded to an action group to the first client contact (voicemail, email or onsite visit)	
Resolution Time - Defined as elapsed time in business hours and/or days from initial escalation to an action group to the resolution of the problem	
Network Availability - Computed on a monthly basis and excludes scheduled maintenance	
Customer Satisfaction Score - average customer satisfaction score obtained from completed surveys at completion of service ticket. (survey software at offeror's discretion)	

EXHIBIT A

DPS PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 20____ (the “Effective Date”), by and between the **DAYTON SCHOOL BOARD OF EDUCATION**, whose address is 115 S Ludlow St, Dayton, Ohio 45402 (the “District”) and [_____] whose address is [_____] (the “Service Provider”).

SECTION 1. TAX ID. The Service Provider’s federal employer I.D. number or social security number is as follows: [_____].

SECTION 2. GENERAL DESCRIPTION OF PROFESSIONAL SERVICES. Service Provider agrees to provide services in connection with [_____], all of which are more fully described in the statement of work incorporated herein by reference (the “Statement of Work”).

SECTION 3. STANDARD OF CARE. The Service Provider agrees to perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Service Provider agrees to perform the Services in accordance with any applicable federal, state, or local law or regulation. The Service Provider warrants that the Service Provider is professionally qualified to perform the Services and is licensed by all public entities having jurisdiction over the Service Provider, to the extent that such licensing is required.

SECTION 4. TERM; COMMENCEMENT AND COMPLETION. This Agreement shall commence as of the Effective Date and shall continue thereafter until the Completion Date (as defined in the Statement of Work), unless sooner terminated pursuant to Section 12. The Service Provider shall perform the services with due and reasonable diligence and complete all services set forth herein in accordance with the respective schedules set forth in the Statement of Work (the “Completion Dates”). If the Services are delayed beyond the Completion Dates as a result of:

(a) actions or inaction of Service Provider, then Service Provider shall be considered to be in default of this Agreement and District may, at its sole discretion, in addition to any other remedies provided at law or in equity, terminate this Agreement, withhold outstanding compensation, and/or seek reimbursement for cost and time lost as a result of Service Provider’s inability to complete the Services by the agreed to Completion Date; or

(b) Force Majeure Events, then the Service Provider shall be entitled to additional fees in accordance with the hourly rates set forth on the Statement of Work commensurate with additional time required to complete the Services beyond the Completion Dates. For purposes of this Agreement, “Force Majeure Events” means any material changes in the Statement of Work by District, or by labor disputes, fire, unavoidable casualties or other causes beyond the Service Provider’s control.

SECTION 5. FEES AND REIMBURSABLE EXPENSES.

(a) The District agrees to pay to the Service Provider and the Service Provider agrees to accept from the District, as full and complete payment for the Services performed by the Service Provider, compensation in the amount of the fees set forth on The Statement of Work attached hereto and incorporated herein by reference. The fees for the Services are based on the hourly rates set forth on The Statement of Work which includes the Service Provider’s expenses, taxes, overhead and profit including, without limitation, employees’ wages, salaries, benefits and expenses of its employees, as well as their federal and state income tax withholding amounts, social security, federal and state unemployment taxes, and any similar payroll taxes.

(b) The District agrees to pay to the Service Provider all actual, documented and reasonable reimbursable expenses that have been approved in advance in writing by the District up to \$[_____], which are invoiced at Service Provider’s cost and include, but are not limited to, printing/reproductions, special materials/services, photography, mileage and travel expenses, long distance/phone charges, fax transmissions and delivery/postage services.

(c) In the event the District substantially changes the Statement of Work, then the Service Provider shall provide an estimate of the fees for such additional Services based on the hourly rates set forth on The Statement of Work and the District and the Service Provider shall execute an Addendum to this Agreement reflecting the new, not to exceed, amount of fees for the new or expanded Services.

SECTION 6. PAYMENT. All invoices with respect to the Services that have been completed satisfactorily in accordance with the terms of this Agreement will be paid by the District within thirty (30) days of submittal. If the District questions any portion of the invoices and delays in paying a portion pending resolution of the questions, the undisputed amount requested for payment will be paid by the District in accordance with the terms hereof. In the event of and during any pending dispute between the parties regarding

their respective rights and obligations hereunder including, but not limited to, questions regarding any portion of the invoices and resulting delays in payment of that portion pending resolution of such questions, unless instructed otherwise in writing by the District, the Service Provider shall continue to furnish services to the District, and the District shall continue to pay all undisputed amounts in accordance with the terms hereof.

SECTION 7. INTELLECTUAL PROPERTY. All intellectual property rights, (collectively, “Intellectual Property Rights”) in and to all documents, work product and other materials that are delivered to the District under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services (collectively, the “Deliverables”) shall be owned exclusively by the District. The Service Provider agrees, and shall cause its employees and subcontractors (collectively, “Service Provider Personnel”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a “work made for hire” for the District. To the extent that any of the Deliverables do not constitute a “work made for hire,” the Service Provider hereby irrevocably assigns, and shall cause the Service Provider Personnel to irrevocably assign to the District, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein.

SECTION 8. INSURANCE.

(a) Casualty Insurance. Except when a modification is requested in writing by the Service Provider and approved in writing by the District, the Service Provider shall carry and maintain at Service Provider’s cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement naming the District as an additional insured:

- (i) Workers’ Compensation and employer’s liability insurance to the fullest extent required by applicable law;
- (ii) Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:
 - (A) General Aggregate Limit: \$2,000,000;
 - (B) Each Occurrence Limit: \$1,000,000 each occurrence; and
- (iii) Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.

(b) Professional Liability Insurance. The Service Provider shall maintain insurance to protect against claims arising from the performance of the Service Provider’s Services caused by any negligent acts, errors or omissions for which the Service Provider is legally liable (“Professional Liability Insurance”). Such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Service Provider shall keep such insurance in effect for so long as the Service Provider may be held liable for its performance of the Services. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Service Provider commenced to perform the Services. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best’s Insurance Reports.

SECTION 9. CONFIDENTIALITY. All non-public, confidential or proprietary information of the District, (collectively, the “Confidential Information”), disclosed by the District to the Service Provider, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by the Service Provider without the prior written consent of the District. The Confidential Information does not include information that is: (i) in the public domain; (ii) known to the Service Provider at the time of disclosure; or (iii) rightfully obtained by the Service Provider on a non-confidential basis from a third party. The Service Provider shall use the Confidential Information only for the purpose of providing Services under this Agreement. The District shall be entitled to injunctive relief for any violation of this Section.

SECTION 10. INDEMNIFICATION. The Service Provider shall indemnify, hold harmless and, at the District’s request, defend the District, its employees, agents and representatives from and against any and all claims, suits, demands, liabilities, losses, damages, costs and expenses (including the District’s reasonable attorney’s fees) arising out of or resulting from claims for injury to or death of persons or claims for third-party property damage to the extent arising out of or resulting from (i) any actual or alleged negligent acts, errors or omissions of the Service Provider, its agents, employees, contractors (at any tier), sub-contractors in the performance of the Services under this Agreement or (ii) any breach of this Agreement by the Service Provider. The District’s entitlement under the

foregoing indemnification may be deducted from the Service Provider's compensation then due or thereafter to become due, in addition to any other remedies that the District may have under this Agreement, at law or in equity.

SECTION 11. LIMITATION OF LIABILITY. IN NO EVENT WILL THE DISTRICT BE LIABLE TO THE SERVICE PROVIDER FOR LOST PROFITS, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT DAMAGES OF ANY KIND, WHETHER THE CLAIM ARISES IN CONTRACT, TORT, OR OTHER LEGAL THEORY.

SECTION 12. TERMINATION OF AGREEMENT; REMEDIES.

(a) This Agreement may be terminated upon 30 days' written notice by either party should the other fail to perform their obligations hereunder. In the event of termination by the Service Provider due to the District's breach, the District shall pay the Service Provider for Services properly rendered to the date of termination plus all unpaid reimbursable expenses. In the event of termination by the District due to the Service Provider's breach, if the cost of completing the Services by another service provider is greater than the amount otherwise payable to Service Provider under this Agreement for the remaining Services, Service Provider agrees to pay the District this difference upon demand.

(b) This Agreement may be terminated by the District without cause upon 60 days written notice to the Service Provider in which event the District shall pay the Service Provider for Services properly rendered to the date of termination.

(c) No remedy conferred upon the District by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the District shall be cumulative and shall be in addition to any other remedy given to the District hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred upon the Service Provider by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and every remedy of the Service Provider shall be cumulative and shall be in addition to any other remedy given to the Service Provider hereunder or now or hereafter existing.

(d) No delay, omission or forbearance to exercise any right, power or remedy accruing to the District or the Service Provider hereunder shall impair any such right, power or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power or remedy may be exercised as often as deemed expedient.

SECTION 13. NON-DISCRIMINATION. The Service Provider represents that the Service Provider is in compliance with all applicable equal employment opportunity requirements under law as required by Section 153.59 of the Ohio Revised Code and any other applicable state or federal laws.

SECTION 14. ANTI-ABUSE OF DRUGS AND ALCOHOL. The Service Provider shall make a good faith effort to ensure that no employee of the Service Provider will purchase, transfer, use or possess, or be under the influence of alcohol or illegal drugs or abuse legally obtained drugs while on or about the District's property or while conducting the Services. Except for the term "employee," terms in this Section are used as defined in Rule 123:1-76 of the Ohio Administrative Code.

SECTION 15. ASSIGNMENT AND THIRD PARTIES. The Services furnished hereunder are personal to the District, therefore, the Service Provider may not assign this Agreement, in whole or in part, to any person or entity without the District's prior written consent. The Service Provider may not subcontract any of the Services under this Agreement without the District's prior written consent.

SECTION 16. WAIVER: Any failure by the District to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the District may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

SECTION 17. RELATIONSHIP: The Service Provider is an independent contractor to the District in performing the Services under this Agreement and is not an employee, agent, joint-venturer, or partner of the District.

SECTION 18. SEVERABILITY. Any provisions of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

SECTION 19. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

SECTION 20. ENTIRE AGREEMENT; AMENDMENT. This Agreement and its Statement of Work, which is incorporated herein by reference, embody the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alternation, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto, except that all terms and conditions contained in a purchase order or other standard or preprinted work authorization issued by the District shall be null and void, even if such document is of later date.

SECTION 21. GOVERNING LAW; DISPUTES. This Agreement shall be governed by the laws of the State of Ohio. If a dispute between the parties arises out of or relates to this Agreement or a Statement of Work, or a breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussions between the parties prior to having recourse to a judicial forum. However, disputes between the parties that cannot be mutually resolved shall be decided by litigation. Any action with relation to or to enforce any provision of this Agreement shall be brought in a court of competent jurisdiction located in Montgomery County, Ohio.

SECTION 22. NOTICES. Any notice required hereunder shall be sufficiently given to a party when sent to such party at their respect address listed above via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

SERVICE PROVIDER:

DISTRICT:

Signed: _____
Name: _____
Title: _____

Signed: _____
Name: _____
Title: _____

Signed: _____
Name: _____
Title: _____

EXHIBIT B

Submission Instructions for Suppliers - Please follow these instructions to submit via our Public Portal. **1.**

Prepare all requested submission materials as indicated below:

Requested Information

Name	Type	# Files	Requirement
Attachment I - General Information Questionnaire	PDF (.pdf)	Multiple	Required
Attachment II - Price Proposal Form	PDF (.pdf)	Multiple	Required
Attachment IIA - Pricing Fee Schedule	PDF (.pdf)	Multiple	Required
Attachment III - Qualifications and Experience Questionnaire	PDF (.pdf)	Multiple	Required
Attachment IV- Proposed Work Plan	PDF (.pdf)	Multiple	Required
Attachment V - Non collusion	PDF (.pdf)	Multiple	Required
Attachment VI - Tax Affidavit	PDF (.pdf)	Multiple	Required
Attachment VI I- Affidavit of Affirmative Action Policy	PDF (.pdf)	Multiple	Required
Attachment VIII - References	PDF (.pdf)	Multiple	Required
Attachment IX - Client List	PDF (.pdf)	Multiple	Required
Attachment X - DPSD EDBE/EDGE Participation and Workforce form w/supporting documentation	PDF (.pdf)	Multiple	Required
Company Financials	PDF (.pdf)	Multiple	Required
W-9	PDF (.pdf)	Multiple	Required
Does Vendor Accept DPS Professional Services Agreement as Contract Document Unedited	Yes/No	N/A	Required
Proposed Alternate Contract Terms and Conditions for Consideration	PDF (.pdf)	Multiple	Optional

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Requested Data:

Please note that text fields have a limit of 2000 characters. We recommend you prepare your responses in advance to ensure they fit within the length restrictions. Learn more about Requested Data at the [Bonfire Help Center](#).

2. Upload your submission at:<https://dps.bonfirehub.com/opportunities/>

Proposer is responsible to review solicitation documentation closely for final date to submit questions and bid close date.

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

Dayton Public Schools uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>

THE END