

Cedric Hodo, Senior Executive Director  
 Kenneth R. Thomas, Assistant Director of Auxiliary Services  
 Lisa Kvistad, Interim Superintendent of Schools

# REQUEST FOR PROPOSAL

For

## Fluid Milk

THIS IS NOT AN ORDER

<p><b>VENDOR/PROPOSER NAME &amp; ADDRESS</b></p>	<p>Unless otherwise noted, names of all organizations submitting proposals will be publicly available after the date and time specified as the deadline for submitting proposals. Proposals will be open to public inspection after award(s).</p> <p>Revisions to this request for proposal, including due date, may be made by an official written amendment issued by Purchasing Services. Please check whether any amendments have been issued prior to submitting a proposal and do not submit a proposal before the School District issues its formal response to questions about the RFP.</p> <p>Correspondence must reference the proposal number.</p>
<p><b>PROPOSAL NUMBER: 4119</b></p> <p><b>ISSUE DATE: August 8, 2023</b></p> <p><b>DUE DATE: August 23, 2023 - 2:00 PM (CST)</b></p> <p><b>IF NOT PROPOSING</b>, please check here <input type="checkbox"/> and return this cover page only.</p>	<p>The original proposal may be submitted via US mail, hand delivery or a delivery service and must be <b>received</b> by Administrative Services at the above address. Proposals not date/time stamped by Administrative Services staff by the posted date and time shall be considered late and <b>shall be rejected</b>.</p> <p>Any entity submitting a proposal has no enforceable right to amend its proposal after the submission deadline.</p> <p>The MMSD is exempt from Federal Excise and Wisconsin State Sales tax.</p>
<p>By signing this proposal, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.</p>	
<p>The undersigned states that he/she is authorized to bind the proposer and on its behalf, hereby agrees with all the terms, conditions, and specifications required by the Madison Metropolitan School District in this Request for Proposal, and declares that the attached proposal and pricing are in conformity therewith.</p> <p>SIGNATURE: _____ DATE: _____</p> <p>TYPE or PRINT NAME: _____</p> <p>TITLE: _____ TELEPHONE NUMBER: _____</p>	

FEIN or TAX ID NUMBER:

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FAX NUMBER:

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EMAIL ADDRESS:

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# 1. General Information

## 1.1 Introduction and background

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for fluid dairy.

The District, as represented by the Board of Education for the Madison Metropolitan School District, intends to use the results of this solicitation to award a contract for fluid dairy. Approximately 25,000 students, more than 55% of whom are members of historical excluded groups, are currently enrolled in the Madison Metropolitan School District, making it the second largest school district in the State of Wisconsin. The District employs over 2,600 teachers, 125 administrators and 1,300 support personnel, plus more than 2,500 part time staff (including substitute teachers and summer recreation workers). The MMSD includes 52 school buildings in a 74 square mile area that includes the City of Madison and all or parts of several surrounding municipalities, with 32 elementary schools (grades 4K through 5), 12 middle schools (grades 6 through 8) and 6 high schools, two of which are a small alternative high school (grades 9 through 12). Several of the schools at each level have been named National Schools of Excellence by the U.S. Department of Education. The District also operates early childhood programs, which include full-day 4K, and alternative programs for middle and high school students as well as maintaining additional sites such as the Administration Building, the Maintenance/Food Service Building, the Mansfield and Lussier Stadiums, and the Affiliated Alternatives.

MMSD believes every school should be a thriving school that prepares each student to graduate from high school ready for college, career and community. We strive to ensure that students are on-track to graduate, that every student has access to a challenging and well-rounded education, and that students, families and employees experience a positive school and district climate. The District's strategic framework recognizes the following priorities in working toward the realization of our vision: 1) Coherent Instruction – every student should have well-rounded, culturally responsive and coherent instruction; 2) Personalized Pathways – students should be engaged in charting a personalized pathway to college, career and community readiness; 3) Family Engagement and Community Partnerships- we should engage families and community members as partners; 4) Thriving Workforce – we should cultivate a work environment to attract, develop and retain top talent; and 5) Accountability Systems – we need to ensure accountability at all levels. It is important for any vendor or organization working with the District to share in this vision for our students.

MMSD's Strategic Framework can be found at:

<https://www.madison.k12.wi.us/about/strategic-framework>

Because of the District's sound financial management practices, Madison is one of only a few Wisconsin districts to have an "Aa1" bond rating.

## 1.2 Scope

### 1.2.1 Description

The Madison Metropolitan School District (MMSD) is seeking a vendor to provide fluid milk for the National School Lunch Program, School Breakfast Program, After School Snack Program, and Summer Food Service Program (SFSP) district-wide. The contract is

based on pricing provided by the distributor for the cost of processing and delivering fluid dairy sourced by the District.

### 1.2.2 Needs

The District seeks a dairy distributor to provide milk coolers for and deliver milk to approximately 49 separate locations.

The Vendor selected shall, no later than 7 days prior to the first deliveries, submit a proposed delivery and operational plan that includes the following:

- Schedule of deliveries by day and location;
- A roster of drivers, their assigned routes, and contact information including mobile phone numbers. Vendor will maintain an updated contact list as needed;
- Contact information for person(s) responsible for supply/inventory, delivery, quality/safety, equipment, and other logistical issues.

### 1.2.3 Current Operations

The District uses approximately 16,000 half-pint cartons of milk daily during the academic year; approximately 125,000 additional half-pint cartons are served in total during the SFSP. • There are approximately 180 school days during the academic year with an additional eight weeks of meal service requiring milk deliveries during the SFSP. The district receives milk deliveries at approximately 49 locations, each location receiving one or two deliveries weekly (frequency of deliveries determined by the needs of the location). As of June 30, 2023, at least 75 coolers were supplied by the current vendor.

## 1.3 Request for proposal process

This document is a Request for Proposal. It differs from a Request for Bid in that the District is seeking a solution as described herein, **not a bid** meeting firm specifications for the lowest price. As defined in the American Bar Association Model Procurement Code, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, and availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards which measure how well a vendor's approach meets the desired requirements and needs of the District.

## 1.4 Procuring and contracting department/division

This Request for Proposal (RFP) is issued by Madison Metropolitan School District, **Purchasing Services**, which is **the sole point of contact for the District during the Request for Proposal process**. The person responsible for managing this procurement process is **Kenneth Thomas, Assistant Director of Auxiliary Services**.

Any contract(s) resulting from this RFP will be administered by Madison Metropolitan School District, **Food & Nutrition**. The contract administrator will be **Jeff Orr, Administrative Manager of Food & Nutrition**.

## 1.5 Definitions

The following definitions are used throughout this document.

**RFP** means Request for Proposal

**District/MMSD** means Madison Metropolitan School District.

**Vendor/Proposer** means a firm submitting a proposal in response to this RFP.

**Contractor** means proposer awarded the contract.

## 1.6 Clarification and/or revisions to the specifications and requirements

Any questions concerning this RFP **must be submitted in writing in the format provided in Appendix D of this document** by email (preferred) or US mail on or before **August 23, 2023 - 2:00 PM (CST)** (Email: [krthomas1@madison.k12.wi.us](mailto:krthomas1@madison.k12.wi.us)):

Kenneth Thomas  
Auxiliary Services – Purchasing Services  
Madison Metropolitan School District  
4711 Pflaum Road

During the selection process, vendors/proposers are specifically prohibited from contacting the District/schools to “prospect” for new business; introduce the firm’s staff; provide marketing or promotional materials; discuss advantages/benefits of their company, and/or discuss the disadvantages of working with their competitor(s). Vendors/proposers with questions about what constitutes allowable behavior during the selection process for this RFP should submit questions in writing to the above email address. Attempts to contact a District employee (including school personnel), official, or representative in any manner contrary to the requirements set forth in this document may lead to vendors/proposers being disqualified from consideration.

An electronic version of the RFP is available on the District’s web site: [Understanding the Procurement Process](#)

Vendors/Proposers should raise any questions, exceptions, or additions they have concerning the RFP DOCUMENT as early as possible in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFP document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be provided to all known recipients of this initial RFP or posted to the District’s Website at: [Understanding the Procurement Process](#)

## 1.7 Debarred, suspended, proposed for debarment or declared ineligible

Contractors doing business with the MMSD must provide certification that they are not debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are not voluntarily excluded from conducting business with a federal department or agency of the federal government.

MMSD may exclude a contractor or its subcontractor from participating in the RFP process and/or contract award if the organization or its principal(s) has(have) been debarred or excluded from doing business with the Federal Government.



## 1.8 Accessibility guidelines related to proposed software and hardware

Vendor should demonstrate that each software and/or hardware proposed conforms to the accessibility guidelines established by the World Wide Web Consortium's Web Content Accessibility Guidelines 2.0 (WCAG 2.0).

In addition, Vendor should demonstrate that each software and/or hardware conforms to the accessibility guidelines established by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), as amended. (Section 508 is the section of the 1973 Rehabilitation Act that states that all electronic and information technology procured, used, or developed by the federal government after June 25, 2001, must be accessible to people with disabilities. Affected technology includes hardware such as copiers, fax machines, telephones, and other electronic devices as well as application software and websites.)

Vendor may demonstrate compliance with such guidelines by submitting a VPAT (Voluntary Product Accessibility Template) or comparable documentation.

## 1.9 Reasonable accommodations

The District will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact Purchasing Services at (608) 663-5287.

## 1.10 Calendar of events

Listed below are specific and estimated dates and times of actions related to this Request for Proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed by the District. In the event that the District finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
August 9, 2023	Date of RFP issue
August 14, 2023 - 2:00 PM (CST)	Last day for submitting written questions/inquiries
August 17, 2023 (estimate)	Response to vendor questions/inquiries (to include supplements or revisions) posted on the District's website
August 23, 2023 - 2:00 PM (CST)	Proposals due from vendors
August 25, 2023 (estimate)	Recommendation
September 1, 2023	Recommended Vendor submits draft contract to District
September 21, 2023 (estimate)	Board of Education Action
September 22, 2023 (estimate)	Notification of intent to award

## 1.11 Contract term and funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run from the date a contract is awarded through **June 30, 2026**, with an option by mutual agreement of the District and Vendor, to renew for two additional one-year periods unless amended, cancelled or rebid.

## 1.12 State of Wisconsin VendorNet registration

The District makes use of the State of Wisconsin's purchasing information and vendor notification service. Anyone may access VendorNet on the Internet at <http://vendornet.state.wi.us>.

## 2. Preparing and Submitting a Proposal

### 2.1 General instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor's proposal plus references and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a proposal.

Elaborate proposals (i.e., expensive artwork, binders) beyond a sufficiently presented, complete, effective and securely bound proposal, are not necessary or desired.

### 2.2 Proprietary information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the attached "Designation of Confidential and Proprietary Information" form. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with applicable law.

To the extent permitted by law, it is the intention of the District to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of the District. At that time, all proposals will be available for review in accordance with the Wisconsin Public Records Law.

### 2.3 Incurring costs

The District is not liable for any cost incurred by proposers in replying to this RFP.

### 2.4 Submitting the proposal

Proposers must submit **ONE electronic version with all attachments** via email (excluding Cost Proposal; see paragraph 6.2) required for acceptance of their proposal by **August 23, 2023 at 2:00 PM (CST)** to:

**Kenneth Thomas  
Auxiliary Services – Purchasing Services  
Madison Metropolitan School District  
4711 Pflaum Road  
Madison, WI 53718-6765**

At proposal opening, only the names of responding vendors are provided. No further information will be available until contract award.

Proposals must be time/date stamped as received by Administrative Services on or before the specified date and time provided above. Proposals not so stamped will not be accepted. Receipt of

a proposal by the District's mail system does not constitute receipt of a proposal by Purchasing Services, for purposes of this RFP.

All proposals **MUST** be packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address**
- Request for proposal number**
- Proposal due date**

## 2.5 Proposal organization and format

Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings:

2.5.1 Cover Page (Sign and complete associated Request for Proposal cover page)

2.5.2 Response to vendor/proposer qualifications (See Section 4:

- Introduction
- Organizational capabilities
- Key staff
- References

2.5.3 Response to requirements (See Section 5)

2.5.4 Cost proposal (See Section 6):

2.5.5 Required forms (See Section 9):

- |              |  |
|--------------|--|
| Attachment A | Vendor Information   |
| Attachment B | Vendor Reference   |
| Attachment C | Designation of Confidential and Proprietary Information                              |
| Attachment D | Cost Summary Page  |
| Attachment E | Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion |
| Appendix A   | Affirmative Action Requirements for Contractors and Vendors                          |
| Appendix B   | Equal Employment Opportunity / Affirmative Action Employer Information Report        |
| Appendix C   | Affirmative Action & equal Employment Opportunity Policy Statement                   |

## 2.6 Multiple proposals

A vendor/proposer may submit multiple proposals; however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc. on each page included in the response. Alternate acquisition plans do not constitute multiple proposals.

## 2.7 Oral Presentations and site visits

Top scoring vendors based on an evaluation of the written proposal may be required to participate in interviews and/or site visits to support and clarify their proposals, if requested by the District. The District will make every reasonable attempt to schedule each presentation at a time and location

that is agreeable to the proposer. Failure of a proposer to conduct an interview or permit a site-visit on the date scheduled may result in rejection of the vendor’s proposal.

## 2.8 Withdrawal of proposals

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw a proposal in writing at any time up to the actual proposal closing date if the proposal has already been received by Purchasing Services. To accomplish this, the written request must be signed by an authorized representative of the proposer and submitted to purchasing services. If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the original proposal closing date and time.

## 3. Proposal Selection and Award Process

### 3.1 Preliminary evaluation

The proposals will first be reviewed to determine if requirements in Section 2.0 are met and if additional requirements are met (see all requirement sections). Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the District reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

### 3.2 Proposal scoring

Accepted proposals will be reviewed for completeness and submitted to the Board of Education for scoring against the stated criteria. The Board will review references, schedule interviews, and conduct an on-site presentation and use the results in scoring the proposals. Diverse-owned businesses are encouraged to participate in this solicitation. To qualify as a diverse-owned business, vendors must be certified by the Wisconsin Supplier Diversity Program or participate in the Wisconsin Diversity Procurement Network.

### 3.3 Right to reject proposals and negotiate contract terms

The District reserves the right to reject any and all proposals and to waive minor irregularities and technicalities. The judgment of the District on such matters shall be FINAL. The District further retains the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the District may negotiate a contract with the next highest scoring proposer.

### 3.4 Evaluation criteria

The proposals will be scored using the following:

CRITERIA	Weight (%)
Cost	35%

Organization's Ability to Meet Service and Support Requirements	30%
Organization Qualifications/Experience	20%
Documentation Qualifying Vendor as a Diverse-owned Business Firm	5%
References	10%
TOTAL	100%

### 3.5 Award and final offer(s)

The District may recommend a contract be awarded to the vendor with the highest total score as outlined in section 3.4, or may recommend that contracts be awarded to multiple proposers to provide portions of the services or goods proposed. Alternatively, multiple vendors with the highest total scores may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked in the same manner described above to determine the vendor with the highest total score.

## 4. Vendor/Proposer Qualifications

### 4.1 Introduction

Please provide an appropriate brief introduction as it pertains to your organization.

### 4.2 Organizational capabilities

Describe the firm's experience and capabilities in providing similar services to those required. Be specific and identify projects, dates, and results.

### 4.3 Key staff

Provide resumes describing the educational and work experiences for each of the key staff who would be assigned to the project.

### 4.4 References

Using Attachment B, vendors should provide a list of organizations that are similar in size and demographics to the MMSD, including points of contact (name, address, and telephone number), which can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the references will be provided to the evaluation team and used in scoring the written proposals.

## 5. Requirements

### 5.1 Mandatory requirements

The following requirements are mandatory and must be complied with.

- 5.1.1 Milk shall be Grade A, meeting all Wisconsin specifications and regulations. Prices are requested for half-pint cartons and one-gallon containers. The Wisconsin Department of Agriculture, Trade & Consumer Protection's Weights and Measures representatives may test products obtained under this contract. If the products fail to meet contract or label specifications, the MMSD will be entitled to direct the vendor to exchange the products involved in cash or in-kind replacement. Repeated instances of products failing to meet contract or label specifications may result in contract termination.
- 5.1.2 All milk and dairy products shall be produced from cows that have not been treated with artificial Recombinant Bovine Growth Hormone (rBGH) or Bovine Somatotropin (rBST).
- 5.1.3 Daily delivery invoices and monthly statements are required for each school. The District should be invoiced collectively monthly. As a public school district, MMSD must be a wise steward of public funds and generally does not pay for goods or services prior to the delivery thereof.
- 5.1.4 Arrangements for acceptable delivery location, time, and frequency of deliveries must be made with each school (approximately 48 separate locations) and the Food Production Center (FPC). Deliveries are to be made to Madison Metropolitan School District locations prior to 9:00 a.m. on the delivery day or after school on the previous day. There will be no deliveries during the scheduled winter and spring break periods.
- 5.1.5 The Vendor selected shall, no later than 7 days prior to the first day of delivery, submit a proposed delivery and operational plan that includes the following:
  - Schedule of deliveries by day and location;
  - A roster of drivers, their assigned routes, and contact information including mobile phone numbers. Vendor will maintain an updated contact list as needed;
  - Contact information for person(s) responsible for supply/inventory, delivery, quality/safety, equipment, and other logistical issues;
  - A plan for notifying the the Contract Administrator of these issues in accordance with the following notice periods:
    - Delivery routing issues/timeliness: Prior to 6:00 a.m. day of issue;
    - On-site refrigeration equipment issue/service follow up: Next day;
    - Permanent route or timing changes: 5 business days prior to proposed change
- 5.1.6 The Selected Vendor shall provide refrigerated key lock cooler/s to each school free of charge to hold the milk deliveries (locks for these coolers will be furnished by the Vendor). These coolers must be supplied for the entire contract period. Installation, maintenance and removal of these coolers will be the responsibility of the Vendor. Cooler/s capacity will determine the number of deliveries per week. Vendors may use any combination of coolers that will provide safe, adequate and efficient storage. Vendor's coolers shall be manufactured no earlier than 2013, energy efficient, in place and in good working order 7 days prior to the first scheduled delivery. If necessary, Vendor will permit the District's use of Vendor's coolers to store another vendor's product during a transition of vendors.
- 5.1.7 Vendor shall remove expired products and exchange them or provide appropriate credit to the individual school throughout the term of the contract. Vendor shall also pick up any milk

remaining at the start of the vacation period or granting of appropriate credit to the individual school. The District will endeavour to make every effort to minimize returns.

5.1.8 Vendor shall exert its best efforts to assist the District in managing inventory and delivery during periods of vendor transition, whether the commencement or conclusion of the contract period.

5.1.9 Vendor shall provide its delivery personnel with devices such as a beeper or cell phone, which allows school personnel to contact them after they have left the delivery location.

## 5.2 Optional Proposal

Because the District has a potential interest in procuring USDA Certified Organic Milk for its students, Vendors are encouraged to submit proposed pricing for half-pints under Lot #2 of Attachment D, Cost Summary Page.

## 6. Cost Proposal

### 6.1 Conditions for payment

As a public school district, MMSD must be a wise steward of public funds and does not issue prepayment for goods or services except under extraordinary circumstances. Any proposal for prepayment must include why prepayment is necessary and a wise use of public funds. In the event the District agrees to prepayment, such payments may be subject to an agreed upon schedule or other conditions.

### 6.2 General instructions on submitting cost proposals

The **cost proposal** should be submitted electronically as described in section 2.4. The cost proposal will be scored as described in sections 3.4 and 3.5.

### 6.3 Format for submitting cost proposals

The format for submitting Cost Proposals has been established in Attachment D and should not be modified.

### 6.4 Fixed price period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 60 days starting on the due date for proposals.

## 7. Special Contract Terms and Conditions

### 7.1 Hold harmless

By submitting a proposal, Vendor understands that the District and its representatives will determine which proposal is accepted. Vendor/Proposer waives any right to claim damages of any nature, whatsoever, based on the selection process, and any communications associated with the selection of the successful contractor. All completed proposals and supporting documentation submitted shall be the property of the Madison Metropolitan School District.

## **7.2 Liquidated damages**

The Vendor/Proposer acknowledges that, if after being awarded a contract the contractor fails to deliver the goods or services in a timely manner, substantial economic and other damages will be incurred by the District, in an amount that is not easily ascertained, and that \$5,000 per working day, not to exceed one-half of the total of the contract, for every day past the scheduled delivery date(s) is a fair and appropriate estimate of such damages. Vendor agrees that such amount is not intended to be a penalty but to represent actual damages incurred, and that the District shall have the right to assess such damages either through deducting the damages from the amount due under Vendor's invoices or by directly billing Vendor. Such damages do not apply to interruptions due to weather conditions.

## **7.3 Prime contractor and minority business subcontractors**

The prime contractor will be responsible for contract performance when subcontractors are used. If subcontractors are to be used, the proposer must clearly explain their participation and they must abide by all terms and conditions of the contract.

## **7.4 Additional terms**

The District reasonably believes that sufficient funds are available or can be obtained to make payments due under any contract issued under this proposal; however, the contract will terminate immediately and absolutely if appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the District under this contract.

The District shall not be bound by any terms and conditions included in any proposer's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation, including the standard terms and conditions contained herein, or in the resultant contract. If a proposer objects to any term or condition that shall relate to a contract resulting from this solicitation, the objection shall be clearly stated on a separate page entitled "Objection to Term or Condition."

If the objection is accepted by the District it will be stated in any resultant contract. If not stated in the contract, the terms and conditions shall remain as written in the RFP.

## **7.5 Termination of contract**

The District may terminate the resultant contract at any time at its sole discretion by delivering sixty (60) days written notice to the Vendor. Upon termination, the District's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the District. Termination by the Vendor shall require written notice to that effect to be delivered by the Vendor to the District not less than ninety (90) days prior to said termination. In the event that the Vendor exercises its right to terminate the contract, for any reason whatsoever, it will refund to the District, within fifteen (15) calendar days of said termination, all payments made hereunder by the District to the contractor for work not completed or not accepted by the District.

# **8. Standard Terms and Conditions**

The District reserves the right to incorporate standard contract provisions into any contract negotiated with any proposal submitted responding to this RFP (Standard Terms and Conditions and Supplemental Standard Terms and Conditions for Procurements for Products and/or Services).



Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

## **9. Required Forms**

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.0. Blank forms are attached.

- 9.1** Cover Page (Sign and complete RFP cover page)
- 9.2** Attachment A Vendor Information
- 9.3** Attachment B Vendor Reference
- 9.4** Attachment C Designation of Confidential and Proprietary Information
- 9.5** Attachment D Cost Summary Page (see Section 6)
- 9.6** Attachment E Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- 9.7** Appendix A Affirmative Action Requirements for Contractors and Vendors
- 9.8** Appendix B Equal Employment Opportunity / Affirmative Action Employer Identification Report
- 9.9** Appendix C Affirmative Action & Equal Employment Opportunity Policy Statement

# 1. Standard Terms and Conditions (Non-Construction)

**1. GENERAL:** “Madison Metropolitan School District,” “District,” and “MMSD” are synonymous and mean the Madison Metropolitan School District. The MMSD reserves the right to accept or reject any or all bids/proposals, to waive any informality or technicality in any bid/proposal submitted, and to accept any part of a bid/proposal deemed to be in the best interest of the District. The MMSD reserves the right to reject any or all bids/proposals without indicating a reason for such rejection.

**2. TAX EXEMPTION:** The MMSD is exempt from the payment of Federal Excise Tax and State Sales Tax. The MMSD’s tax-exempt number is ES42341.

**3. PRICING AND DISCOUNTS:** The MMSD qualifies for governmental and educational discounts. Unit prices shall reflect these discounts. Unit prices shall govern in the bid/proposal evaluation and contract administration.

**4. SPECIFICATIONS:** All bidders/proposers must be in compliance with all specifications and any drawings provided with this solicitation. Any reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. When specific manufacturer and model numbers are shown, they are used to establish a design, type of construction, quality, functional capability and/or performance level desired. The MMSD reserves the right to determine whether an alternate offer is equivalent to and meets the standard of quality indicated by the brand name referenced. When alternates are bid/proposed, they shall be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The MMSD shall be the sole judge of equivalency!

**5. DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from the original text, terms, conditions, or specifications shall be described fully, on the bidder’s/proposer’s letterhead, signed and attached to this request. In the absence of such a request, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications.

**6. CHANGES AND WITHDRAWALS:** The MMSD reserves the right to change due dates and openings for its own convenience and to withdraw solicitations at any time without prior notice.

**7. APPLICABLE LAW:** This solicitation and any resultant contract shall be governed under the laws of the State of Wisconsin.

**8. ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without prior written consent of the MMSD.

**9. HOLD HARMLESS:** The contractor will indemnify, save harmless, and defend the MMSD and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or any of its contractors, in prosecuting work under this agreement.

**10. PUBLIC RECORDS ACCESS:** It is the intention of the MMSD to maintain an open and public process in the solicitation, submission, review and approval of procurement activities. Bid/proposal openings are public unless otherwise stated. Records are not generally available until after an award has been made.

**11. INSURANCE RESPONSIBILITY:** The contractor performing services for the MMSD shall:

Maintain worker’s compensation insurance as required by law for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claims(s) that might occur in carrying out this agreement/contract. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including product liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The MMSD reserves the right to require higher or lower limits and additional types of insurance if warranted. All insurance required by this contract shall be maintained during the entire length of the contract.

**12. CANCELLATION:** The MMSD reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions and specifications of this contract.

The MMSD also reserves the right to cancel any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

**13. SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the MMSD must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

**14. MATERIAL SAFETY DATA SHEETS:** If any item(s) on order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of a Safety Data Sheet for each item with the shipped container(s) and one (1) copy to MMSD - Risk Management, 4711 Pflaum Road, Madison, WI 53718-6721.

**15. RESPONSIVENESS AND RESPONSIBILITY:** Award will be made to the responsible and responsive bidder/proposer whose bid is most advantageous to the MMSD with price and other factors considered. For the purposes of this project, responsiveness is defined as conformance to the requirements of the solicitation and the furnishing of information requested.

Responsibility is defined as the bidder's/proposer's potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible bidder/proposer has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The MMSD reserves the right to refuse to accept any bid or proposal from any person, firm or corporation that is in arrears or is in default to the MMSD, or has failed to perform faithfully any previous contract with the MMSD. If requested, the bidder must present within five (5) working days evidence satisfactory to the MMSD of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

**16. WARRANTY:** Unless otherwise required equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one year from the date of receipt. Equipment manufacturer's standard warranty shall apply as a minimum and shall be honored by the Contractor.

**17. QUANTITIES:** The quantities shown on this request are based on estimated needs. The MMSD reserves the right to increase or decrease quantities to meet actual needs.

**18. QUALITY:** Unless indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without the prior written consent of the MMSD.

**19. AWARD CRITERIA:** In comparing bids/proposals and making awards, the MMSD may consider such factors as relative quality and adaptability of supplies and services, bidder/proposer financial responsibility, skill, experience, record of integrity, and ability to furnish repairs and maintenance services, the time of delivery or performance offered, contract compliance requirements, and any other element or factor in addition to that of the price which would affect the final cost to the MMSD and whether the bidder has complied with the specifications.

**20. AWARD:** Award(s) will be made, as determined by the MMSD, to the lowest responsive and responsible bidder/proposer meeting MMSD award criteria.

**21. ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special conditions are stated elsewhere in the request; in such cases, the special conditions shall apply. Further, the written contract and/or order with referenced parts and attachments including these Standard Terms and Conditions shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgement shall be effective or binding unless expressly agreed to in writing by the MMSD.

## 2. Attachment A – Vendor Identification

<b>1.</b>	<b>Proposing Company Name</b>				
	Telephone		Toll Free Telephone		Fax
	Address:				
	City:		State:		Zip + 4:
	Federal Employee Identification Number (FEIN):				
<b>2.</b>	<b>Contact Person in the event there are questions about your proposal</b>				
	Name:		Title:		
	Telephone:		Toll Free Telephone:		
	Address:				
	City:		State:		Zip + Four:
<b>3.</b>	<b>All vendors that have 16 or more employees and that are awarded \$25,000 or more on this contract will be <u>required</u> to submit Affirmative Action information to the District Contract Compliance Office. Please list the Person in your Company we can contact about this plan.</b>				
	Name:		Title:		
	Telephone:		Toll Free Telephone:		
	Address:				

	City:		State:		Zip + Four:	
<b>4. Mailing address where District purchase orders/contracts are to be mailed and person the Department can contact concerning orders and billing.</b>						
	Name:		Title:			
	Telephone:		Toll Free Telephone:			
	Address:					
	City:		State:		Zip + Four:	

### 3. Attachment B – Vendor References

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for installations/services with requirements similar to those included in this solicitation document. If Vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement. Unless specified otherwise within this document, please provide a minimum of three (3) references.

Company Name:			
Address:			
Telephone:		Contact Person:	
Product(s) and/or Service(s) Used:			
Company Name:			
Address:			
Telephone:		Contact Person:	
Product(s) and/or Service(s) Used:			
Company Name:			
Address:			
Telephone:		Contact Person:	
Product(s) and/or Service(s) Used:			

Company Name:			
Address:			
Telephone:		Contact Person:	
Product(s) and/or Service(s) Used:			
Company Name:			
Address:			
Telephone:		Contact Person:	
Product(s) and/or Service(s) Used:			

## 4. Attachment C – Designation of Confidential and Proprietary Information

The attached material submitted in response to **Proposal Number 4010** includes proprietary and confidential information which qualifies as a trade secret, as provided in Sec 19.36(5), Wisconsin State Statutes. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval or as required by law. Attach additional sheets if needed.

**Prices and this page always become public information when proposals are opened, and therefore cannot be kept confidential.**

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1) (c) Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page Number	Topic

**In the event a public records request is made to the District, the parties agree and understand that the District is an "authority" as defined in Wis. Stats. section 19.32 and subject to the Wisconsin Public Records law, Wis. Stats. sections 19.31 et. seq. The District will notify the undersigned of a request made pursuant to the Public Records law which involves records containing information of a type described as confidential and proprietary herein, and will notify undersigned of its intent to comply as well as the manner in which compliance will occur. The District shall release records, including records that may contain confidential information, pursuant to the Public Records law. Such release shall not be considered a breach of this agreement.**



Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination or copying. The District considers other markings of “Confidential” in the proposal document to be insufficient. The undersigned agree(s) to hold the District harmless for any damages arising out of the release of any material required to be released pursuant to the public records law or material not specifically identified above.

Signature-Authorized Representative		Company Name
Print Name-Authorized Representative		Date

## 5. Attachment D – Cost Summary Sheet

Bidder shall submit a unit price for the items specified in Lots #1 and #3. Bidder is invited to provide prices for items in Lot #2.. Prices shall be quoted net, tax exempt, FOB District schools as listed.

### LOT #1

Product	Price per unit (half-pint)
Fat-free chocolate milk	
Fat-free milk (unflavored)	
1% milk (unflavored)	

### LOT #2 (Optional)

Product	Price per unit (half-pint)
USDA Certified Organic Fat-free chocolate milk	
USDA Certified Organic Fat-free milk (unflavored)	
USDA Certified Organic 1% milk (unflavored)	

### LOT #3

Product	Price per unit (gallon)
Fat-free milk (unflavored)	

1% milk (unflavored)	
2% milk (unflavored)	
Whole milk (unflavored)	

6. Attachment E – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

**MADISON METROPOLITAN SCHOOL DISTRICT**

**Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion**

**Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.**

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_ Name  
\_\_\_\_\_ Company  
\_\_\_\_\_ Address  
\_\_\_\_\_ City, State, Zip Code  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

\_\_\_\_\_ Signature \_\_\_\_\_ Date

## 7. Appendix A – Affirmative Action Requirements for Contractors and Vendors

### 1. VENDOR NOTIFICATION:

The Board of Education of the Madison Metropolitan School District is committed to fair and equal employment opportunities for all persons. Equal opportunities, policies and procedures govern the hiring of District staff. By this policy, the Board requires contractors and vendors to adopt and implement similar policies as a condition of doing business with the District.

Vendors/contractors, **not exempt**, shall indicate (1) with what agency their Affirmative Action Plan is on file, (2) whether or not the Plan is certified, and (3) whether the employment goal(s) stated in the Plan has/have been achieved. If the vendor/contractor has not met each of the above stated requirements, the vendor/contractor must sign and adopt the District's Affirmative Action & Equal Opportunity Policy Statement (Appendix C); and complete the Employer's Information Report (Appendix B); and submit a copy of vendor/contractor's Affirmative Action Plan. In addition the completed Affirmative Action Requirements for Contractors and Vendors Form (Appendix A) should be submitted with the bid or proposal.

Vendors/contractors are **exempt** from these requirements if they meet one or more of the following criteria: (1)the vendor employs 15 or fewer employees; (2) the vendor's **aggregate** business with the District in the last fiscal year is \$25,000 or less; (3) the vendor is a taxing authority, municipality, the University of Wisconsin System or the State of Wisconsin; (4) the contractor is an organization which ordinarily provides, and is proposing to provide to the District, financial, legal, insurance, utility, or medical services; and/or (5) the contractor is a non-profit business that can provide the District proof of its IRS designation of tax-exempt status.

If needed, assistance is available through the District including what constitutes a good faith effort. Technical assistance regarding contract compliance issues can be obtained from Eric Kestin, Contract Compliance Officer, at (608) 663-1530 or (608) 204-0348 (Fax).

The complete Board Of Education Policy 6600, Affirmative Action Requirements for Vendors and Contractors, is available on the Internet at <http://boeweb.madison.k12.wi.us/policies/6600>.

### 2. VENDOR RESPONSE:

\_\_\_\_\_ I am an exempt vendor by reason of \_\_\_\_\_;  
therefore, the following does not apply.

\_\_\_\_\_ I am a **non-exempt** vendor and have answered accordingly below:

I have an Affirmative Action Plan on file with \_\_\_\_\_

My Plan is certified with \_\_\_\_\_

\_\_\_ Yes \_\_\_ No The employment goals in the plan have been achieved.

**Please submit a copy of your Affirmative Action Plan with your bid/proposal.**

If a non-exempt vendor has not met each of the above requirements, the vendor must complete the Employer's Information Report (Appendix B); sign and adopt the District's Affirmative Action & Equal Opportunity Policy Statement (Appendix C); and submit a copy of its Affirmative Action Plan.

8. Appendix B – Equal Employment Opportunity/Affirmative Action Employer Information Report

Equal Employment Opportunity/Affirmative Action  
**EMPLOYER INFORMATION REPORT**  
 Workforce Utilization Profile

Job Categories	10. Number of Employees										
	Overall Totals (Sum of Columns B-K)	Male					Female				
		White (Not Hispanic)	Black (Not Hispanic)	Hispanic	Asian/ Pacific Islander	American Indian/ Alaskan Native	White (Not Hispanic)	Black (Not Hispanic)	Hispanic	Asian/ Pacific Islander	American Indian/ Alaskan Native
A	B	C	D	E	F	G	H	I	J	K	
Officials & Managers											
Professionals											
Technicians											
Sales Occupations											
Clerical and Administrative Support											
Craft Workers											
Operatives											

Laborers, Helpers, Material Handlers											
Service Workers											
<b>Total</b>											
<b>Number of Employees, by race and gender, employed within the Madison School District geographic area.</b>											
<b>Total</b>											

**Madison Metropolitan School District  
Equal Employment Opportunity/Affirmative Action -- Employer Information Report**

NAME OF COMPANY/ORGANIZATION	ADDRESS	CITY, STATE AND ZIP CODE
CONTACT PERSON/NAME & TITLE	AREA CODE & TELEPHONE NUMBER	AREA CODE & FACSIMILE NUMBER
NAME OF PARENT OR AFFILIATED COMPANY	ADDRESS	CITY, STATE AND ZIP CODE
CONTACT PERSON/NAME & TITLE	AREA CODE & TELEPHONE NUMBER	AREA CODE & FACSIMILE NUMBER

**ESTABLISHMENT INFORMATION**

HOW WAS THE INFORMATION ON RACE OR ETHNIC GROUP OBTAINED?     VISUAL SURVEY     EMPLOYMENT RECORDS     OTHER –SPECIFY: \_\_\_\_\_

DATES OR PERIOD USED: \_\_\_\_\_ DOES THE ESTABLISHMENT EMPLOY APPRENTICES?     YES     NO

IS THE LOCATION THE SAME AS LAST YEAR?     YES     NO PREVIOUS REPORT DATE: \_\_\_\_\_ NO PREVIOUS REPORT

BUSINESS TYPE: *(DESCRIPTION OF THE MAJOR ACTIVITY OF THIS ESTABLISHMENT, INCLUDING THE SPECIFIC TYPE OF PRODUCT OR SERVICE PROVIDED.)*

\_\_\_\_\_

\_\_\_\_\_

THIS ORGANIZATION HAS A CURRENT AFFIRMATIVE ACTION PLAN ON FILE WITH:     STATE OF WISCONSIN     DANE COUNTY     CITY OF MADISON

U. S. GOVERNMENT (SPECIFY AGENCY: \_\_\_\_\_)     OTHER (SPECIFY: \_\_\_\_\_)

**CERTIFICATION**

1. THE CONTRACTOR OR VENDOR CERTIFIES THAT THE INFORMATION CONTAINED IN THIS EMPLOYER INFORMATION REPORT IS ACCURATE.
2. THE CONTRACTOR OR VENDOR HAS AGREED THAT, AS PROVIDED IN THE CONTRACT OR PURCHASE ORDER, IF NOT EXEMPT, WITHIN TEN DAYS AFTER THE EFFECTIVE DATE OF MADISON METROPOLITAN SCHOOL DISTRICT CONTRACTS OR PURCHASE ORDERS, THAT IT WILL COMPLETE AND PROVIDE THE ABOVE INFORMATION AND EITHER AN APPROVED AFFIRMATIVE ACTION PLAN OR AN AFFIRMATIVE ACTION POLICY STATEMENT THAT MEETS THE DISTRICT'S RECOMMENDED FORMAT.
3. THE CONTRACTOR OR VENDOR FURTHER AGREES THAT, AS PROVIDED IN THE CONTRACT OR PURCHASE ORDER, FOR THE DURATION OF THIS OR SUBSEQUENT CONTRACTS WITH THE DISTRICT, ACCURATE AND TIMELY INFORMATION WILL BE FILED ON AN ANNUAL BASIS.

Date Completed: \_\_\_\_\_

Completed By: \_\_\_\_\_



## Appendix C – Affirmative Action & Equal Employment Opportunity Policy Statement

### Statement of Commitment

As an employer, this company welcomes the opportunity to affirm our continuing policy to provide equal employment or advancement opportunity and to dedicate ourselves to establishing a work environment which is free from discrimination.

### Equal Employment Opportunity

It is the policy of this company that all employees and applicants for employment are guaranteed equality of employment opportunity. Essentially, this means that, as an employer, we will not discriminate against any worker or job applicant on the basis of race, color, religion, gender, age, national origin, ability status or veteran status.

Recruitment, selection, placement, transfer, promotion, reinstatement, training and education, tuition assistance, compensation, benefits and layoff decisions made by the supervisors or managers of this company will be based upon the job-related qualifications and abilities of candidates. In some cases, seniority may be treated as a factor to be considered in the selection process. Employees who apply for a promotion or transfer will be given equal consideration.

It is our policy that supervisors shall be made aware that they must use only objective, job-related criteria when selecting workers for any employment-related action, including hiring, training, promotions and terminations. They also shall be informed that certain types of pre-employment inquiries may lead to problems when interviewing candidates for positions.

All other personnel policies and practices of this company, including compensation, benefits, discipline, safety and health programs, as well as other activities, will be administered and conducted without regard to an individual's race, color, religion, gender, age, national origin, ability status or veteran status.

To the extent possible, reasonable accommodation shall be made for religious needs and for individuals with ability challenges.

As an employer, we will continually review our personnel practices and procedures to ensure that all supervisors and managers are adhering to our commitment to Equal Employment Opportunity principles.

#### Affirmative Action

As an employer, it is our policy to utilize Affirmative Action as a tool to ensure Equal Employment Opportunity.

\_\_\_\_\_ has been designated as the Affirmative Action Officer and shall maintain responsibility for establishing, monitoring and evaluating our Affirmative Action efforts at all company establishments.

Our commitment to Affirmative Action means that we will do more than examine our policies and procedures to ensure against discrimination on the basis of race, color, religion, gender or national origin.

We will make a good faith effort to provide hiring opportunities for minorities and women.

- A. In order to demonstrate that we will make a good faith effort in a timely manner as determined by the MMSD, we will properly analyze appropriate job classifications within the organization to determine if women or minorities are being underutilized (i.e., if fewer minorities or women are employed in a particular job classification than would be expected by their availability in the labor market area). (Seek technical assistance from the District's Contract Compliance Officer if you do not know how to properly analyze the job classifications or if you are not sure which job classifications are appropriate).
- B. In order to demonstrate that we will make a good faith effort after such analysis, if there is an under-representation of minorities or women in any job classification we will in a timely manner as determined by the MMSD:

1. Develop realistic goals for the employment of women and minorities who are underrepresented in such job classifications.
2. Develop a timetable for achieving the goals.
3. a) Develop a written recruitment activity plan which is a detailed strategy that outlines specific steps that will be taken to attract minorities and women in the appropriate job classifications in which minorities and women are underrepresented and  
  
b) Implement the written recruitment activity plan at a minimum by:
  - i) Prominently displaying on your bulletin boards or in common areas the fact that you are an equal opportunity employer.
  - ii) Minorities are underrepresented in certain job classifications, for each vacancy in such job classification place an advertisement in a media outlet that caters to minorities. Such advertisement should describe the job and indicate that the vendor is an equal opportunity employer and that minorities are encouraged to apply.
  - iii) If women are underrepresented in certain job classifications, for each vacancy in such job classification place an advertisement in a media outlet that caters to women. Such advertisement should describe the job and indicate that the vendor is an equal opportunity employer and that women are encouraged to apply.
  - iv) If minorities are underrepresented in certain job classifications, correspond in writing to local advocacy agencies such as community-based organizations, minority trade unions, etc., that you have job vacancies in job classifications for which minorities are underrepresented, describe the job and indicate that you are an equal opportunity employer and that minorities are encouraged to apply.
  - v) If women are underrepresented in certain job classifications, correspond in writing to local advocacy agencies such as community-based organizations, local trade unions, etc., that you have job vacancies in job classifications for which women are underrepresented, describe the job, indicate that you are an equal opportunity employer and that women are encouraged to apply.
  - vi) Write a letter encouraging current racial/ethnic minorities and women employees to assist in the recruitment of prospective racial/ethnic minorities and women employees.
  - vii) Ensure that all job descriptions reflect actual job duties and are job related.
  - viii) Have a written discrimination complaint procedure in place that is publicized to all employees.
  - ix) Review all hiring policies and practices to ensure that they are non-discriminatory.
  - x) Hire, where possible, minorities and women in job classifications in which they are underrepresented.

It is our expectation that all employees shall demonstrate respect for and awareness of the diversity of all our employees and model our corporate commitment to diversity.

### **EEO/AA Communication**

This Affirmative Action and Equal Employment Opportunity Policy Statement shall be communicated to all supervisors and managers. It shall also be posted conspicuously (on company bulletin boards or common areas) and in areas where applicants are typically screened, interviewed and tested. The intent of this communication of the Policy Statement is that all of the company's employees are alerted and that job applicants are informed of our commitment. It is also the company's intent to include this Policy Statement in employee handbooks or orientation literature and to keep employees informed of Policy Statement changes or updates.

The terms "Equal Opportunity Employer" shall be utilized in recruitment advertisements and literature.

### **EEO Complaint Handling Procedures**

It is this company's policy to regularly inform employees that the organization's dispute resolution system is available for handling discrimination complaints or problems. Employees who have Equal Employment Opportunity-related questions, problems or complaints should first communicate their concern to their immediate supervisor. If they are dissatisfied with the supervisor's handling of the matter, they may pursue their complaint in the company's formal dispute resolution procedure.

All complaints will be handled fairly and expediently. No employee shall suffer reprisals for seeking resolution of a problem through the procedure.

### **Disqualification**

As a condition of being awarded contracts for goods and services the District needs in the future, it is understood that by signing this Statement, the vendor agrees that the District may disqualify the vendor from being awarded such contracts, if it is determined by the District that no good faith effort was made in that the vendor cannot demonstrate to the District's satisfaction that it has in a timely manner as determined by the MMSD:

1. Properly analyzed appropriate job classifications within the organization to determine if women or minorities are being underrepresented.
2. Developed realistic goals for the employment of women and minorities who are underrepresented in such job classifications.
3. Developed a timetable for achieving the goals.
4.
  - a) Developed a written recruitment activity plan which is a detailed strategy that outlines specific steps that will be taken to attract minorities and women in the appropriate job classifications in which minorities and women are underrepresented and
  - b) Implemented the written recruitment activity plan at a minimum by having:
    - i) Prominently displayed on your bulletin boards or in common areas the fact that you are an equal opportunity employer.
    - ii) (If minorities are underrepresented in certain job classifications, for each vacancy in such job classification) placed an advertisement in a media outlet that caters to minorities and that the advertisement described the job and indicated that the vendor is an equal opportunity employer and that minorities are encouraged to apply.

- iii) (If women are underrepresented in certain job classifications for each vacancy in such job classification) placed an advertisement in a media outlet that caters to women and that the advertisement described the job and indicated that the vendor is an equal opportunity employer and that women are encouraged to apply.
- iv) (If minorities are underrepresented in certain job classifications) corresponded in writing with local advocacy agencies such as community-based organizations, minority trade unions, etc., that you have job vacancies in job classifications for which minorities are underrepresented, described the job and indicated that you are an equal opportunity employer and that minorities are encouraged to apply.
- v) (If women are underrepresented in certain job classifications) corresponded in writing with local advocacy agencies such as community-based organizations, local trade unions, etc., that you have job vacancies in job classifications for which women are underrepresented, described the job, indicated that you are an equal opportunity employer and that women are encouraged to apply.
- vi) Written a letter encouraging current racial/ethnic minorities and women employees to assist in the recruitment of prospective racial/ethnic minorities and women employees.
- vii) Reviewed all job descriptions to ensure that they reflect actual job duties and are job related.
- viii) Created a written discrimination complaint procedure that is publicized to all employees.
- ix) Reviewed all hiring policies and practices to ensure that they are non-discriminatory.
- x) Hired, where possible, minorities and women in job classifications in which they are underrepresented.

Vendors shall maintain and submit records at the request of the District for the purposes of the District, among other things, determining if the vendor has made a good faith effort. The District may disqualify a vendor from being awarded a contract if the vendor fails to maintain or provide the information requested by the District.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Location Address, Telephone Number

\_\_\_\_\_  
CEO's Typed Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Human Resource Officer or Affirmative Action Officer's Typed Name & Title

\_\_\_\_\_  
Signature