



REQUEST FOR PROPOSAL

For

Primary Distributor Services with Food & Nutrition

THIS IS NOT AN ORDER

<p>DISTRIBUTOR/PROPOSER NAME & ADDRESS</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>PROPOSAL NUMBER: 4095</p> <p>ISSUE DATE: February 15, 2023</p> <p>DUE DATE: March 17, 2023 - 2:00 PM (CST)</p> <p>IF NOT PROPOSING, 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 received 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 shall be rejected.</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>	

.....
Auxiliary Services | 545 West Dayton St. | Madison, Wisconsin 53703 | 608-663-5931 | operations.mmsd.org
.....

John D. Bain Jr., Director of Auxiliary Services | Carlton D. Jenkins, Ph.D., Superintendent of Schools

FEIN or TAX ID NUMBER: _____

FAX NUMBER: _____

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 Primary Distributor Services. The District as represented by Food & Nutrition intends to use the results of this solicitation to award a contract for Prime distributor Services.

Approximately 27,000 students, about 50% of whom are minority, are currently enrolled in the Madison Metropolitan School District (MMSD), making it the second largest school district in the State of Wisconsin. The District employs over 2,780 teachers, 145 administrators and 1,300 support personnel, plus more than 2,500 part time staff (including substitute teachers and summer recreation workers). The MMSD includes 49 school buildings in a 72 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 5 high schools, one of which is 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 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, the Hoyt School, and the Affiliated Alternatives.

MMSD believes every school should be a thriving school which 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 Distributor 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/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 Project Description

The MMSD Food & Nutrition Department implements Federal Child Nutrition Programs, including the School Breakfast Program, National School Lunch Program, Afterschool Snack Program, and At-Risk Afterschool Meal Program, during the school year. The District's middle and high schools also offer an a la carte program. During the summer, the District operates the Summer Food Service Program.

The Food & Nutrition Department operates a central Food Production Center (FPC) at 4711 Pflaum Road on Madison's eastside. The FPC receives, prepares, packages and

distributes the majority of food served to the District's customers. Four high schools also directly receive and prepare the majority of food served within their schools. During the school year approximately 18,500 meals are served daily. The Summer Food Service Program serves approximately 2,000 to 2,500 meals daily for eight weeks each summer. The District is seeking a Distributor to serve as the primary distributor for food purchases.

1.2.2 Objectives

The District intends to enter into an agreement with a Distributor who would be designated as the primary distributor for food purchases while advancing the existing system of procurement, delivery, distribution, invoicing, and payment of food-related items.

1.2.3 Needs

The Distributor needs to be a reliable organization that is able to stock and deliver food items ordered by the District in a timely, reliable manner.

The District intends to make maximum use of two initiatives. The first is our inventory and menu management software system. Our current software is PrimeroEdge. The second is Tyler Technologies' Munis Financial and Procurement software, which is used for tracking invoices and payments. The District is very interested in e-commerce solutions.

1.2.4 Current Operations

The District currently receives deliveries at the FPC three times weekly with additional deliveries once weekly to four of the district's high schools. Orders are submitted to our existing Distributor using a Microsoft Excel import on their website with a two day lead. For the past four years not including the year 2020-21, the District has spent an average of \$2,677,391.90 per year on food and food service supplies delivered through our Distributor.

The District does make extensive use of in-state food brokers for exposure to and evaluation of new products. The District expects to continue to work directly with brokers to set pricing and specifications for items. In some situations, the District will negotiate pricing with manufacturers/processors to which the predetermined distributor's markup will be added.

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 Distributor'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 selection process**. The person responsible for managing the procurement process is **Jeffrey Orr, Administrative Manager of Food & Nutrition**. Any contract(s) resulting from this RFP will be administered by

Madison Metropolitan School District, **Food & Nutrition**. The contract administrator will be **Josh Perkins, Director of Food and Nutrition**.

1.5 Definitions

The following definitions are used throughout this document.

“**RFP**” means Request for Proposal

“**District**” or “**MMSD**” refers to the Madison Metropolitan School District.

“**Distributor**” or “**Proposer**” refers to a firm submitting a proposal in response to this RFP.

1.6 Clarification and/or revisions to the specifications and requirements

Any questions concerning this RFP must be submitted in writing by e-mail (preferred), US mail or fax on or before **March 17 - 2:00 PM (CST)** to:

Kenneth Thomas
Assistant Director - Auxiliary Services
Madison Metropolitan School District
4711 Pflaum Road
Madison, WI 53718-6765

Phone: (608) 663-5287

Email: krthomas1@madison.k12.wi.us

During the selection process, Distributors/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). Distributors/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 Distributors/proposers being disqualified from consideration.

An electronic version of the RFP is available on the District’s web site:

www.madison.k12.wi.us/doingbusiness

Distributors/Proposers should raise any questions, exceptions, or additions they have concerning the RFP DOCUMENT as early as possible in the RFP process. If a Distributor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Distributor 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:

www.madison.k12.wi.us/doingbusiness

1.7 Debarred, suspended, proposed for debarment or declared ineligible

Distributors 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 Distributor 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

Distributor 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, Distributor 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.)

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

1.9 Distributor conference

At the discretion of the District, a Distributor conference may be held on **February 24 2023** at **10:00 AM** (CST) at **4711 Pflaum Road Madison, WI 53718** to respond to written questions and to provide any needed additional instruction to Distributors on the submission of proposals. If no questions are received, or it is deemed unnecessary by the MMSD, the District reserves the right to cancel the Distributor conference. All Distributors who intend to respond to the RFP are encouraged to attend the Distributor conference if held.

1.10 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/Distributor conference, contact Purchasing Services at (608) 663-5931.

1.11 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
February 15	Date of RFP issue
February 22 - 2:00 PM (CST)	Last day for submitting written questions/inquiries

February 24	Distributor conference (if necessary)
March 1 (estimate)	Response to Distributor questions/inquiries (to include supplements or revisions) posted on the District's website
March 17 - 2:00 PM (CST) Madison, WI	Proposals due & Opening of Bids at 4711 Pflaum Rd
March 22 (estimate)	Interviews by invited Distributors (if applicable)
March 24 (estimate)	On-site visits by evaluation committee (if applicable)
April 11 (estimate)	Recommendation
April 17 (estimate)	Board of Education Approval
April 19 (estimate)	Notification of intent to award

1.12 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 **July 1, 2023** through **June 30, 2026**, with an option by mutual agreement of the District and awarded Distributor to renew for **two** additional one-year periods unless amended, cancelled or rebid.

1.13 State of Wisconsin VendorNet registration

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

2. Preparing and Submitting a Proposal

2.1 General instructions

The evaluation and selection of a Distributor and the contract will be based on the information submitted in the Distributor'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 hardcopy original (identified as such)**, **ONE electronic version** (memory stick, compact disk or e-mail attachment), and **two (2) hardcopies** including all materials (excluding Cost Proposal; see paragraph 6.2) required for acceptance of their proposal by **March 17 2:00 p.m. (CST)** to:

Kenneth Thomas
Madison Metropolitan School District
4711 Pflaum Road
Madison, WI 53718-6765

Phone: (608) 663-5287

Email: krthomas1@madison.k12.wi.us

At proposal opening, only the names of responding Distributors 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 typed and submitted on 8.5 by 11 inch paper bound securely. 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 Distributor/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	Distributor Information
Attachment B	Distributor Reference
Attachment C	Designation of Confidential and Proprietary Information
Attachment D	Cost Summary Page
Attachment E	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment F	MMSD Market Basket
Appendix A Appendix B	Affirmative Action Requirements for Distributors and Distributors Equal Employment Opportunity / Affirmative Action Employer Information Report
Appendix C	Affirmative Action & equal Employment Opportunity Policy Statement

2.6 Multiple proposals

A distributor/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 Distributors 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 Distributor’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 Distributors 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 by an evaluation committee and scored against the stated criteria. The committee may review references, request interviews, and conduct an on-site visit and use the results in scoring the proposals. Diverse or minority-owned businesses are encouraged to participate in this solicitation and may receive a 5% preference. To qualify, Distributors 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 (points)
Cost	40 points
Organization's Ability to Meet RFP Requirements	25 points
Organization Qualifications/Experience	15 points
Documentation Qualifying Distributor as a Diverse-owned Business Firm	5 points
References	15 points
TOTAL	100 points

3.5 Award and final offer(s)

The District may recommend a contract be awarded to the Distributor 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 Distributors 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 Distributor with the highest total score.

4. Distributor/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/contracts, 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 District's contract management.

4.4 References

Proposers must include in their RFPs a list of organizations that can be used as references for work performed in the area of product(s) or service(s) required; references should include points of contact with names, email, addresses, and telephone numbers. The results of the references will be provided to the evaluation team and used in scoring the written proposals.

5. Requirements

5.1 Product Categories, Lists, & Requirements

- 5.1.1 Food items to be included on proposals are listed on the market basket (see Attachment F), and will include frozen foods, refrigerated foods, dry foods, and non-food items.
- 5.1.2 The following items and categories are not included, as the District issues separate RFPs for these items: bread, produce, ice cream, milk, and water.
- 5.1.3 The total value of the contract must be agreed upon and the dollar value listed in every contract and contract renewal. During the term(s) of a contract awarded under this solicitation, additional purchases not included in this solicitation list and resulting awarded contract may become necessary and benefit the District. Such additions may be included in the awarded contract list during the contract renewal through a contract amendment, and the total contract value adjusted accordingly.
- 5.1.4 The District will:
 - 5.1.4.1. Provide a list of products and specifications with specified brands or equivalents;
 - 5.1.4.2. Provide a list of product substitution guidelines;
 - 5.1.4.3. Approve all private label products used in the program as well as any product changes proposed by the Distributor. The District must receive written notification when the manufacturer of any private label product is changed. The District shall require the Distributor to stock a specified product if the substitutions that the Distributor suggests do not meet District requirements;
 - 5.1.4.4. Strive to enhance the Distributor's buying position by consolidating product lines when possible and approving additional product lines for use.
- 5.1.5 The Distributor will:
 - 5.1.5.1. Pick up commodity allocations from the state warehouse and distribute to the District on an as needed basis as well as provide reporting on the commodity allocations and balances. If there is a charge different than the regular per case price, please specify: \$_____
 - 5.1.5.2. Accommodate direct diversion processing and stock the items needed by MMSD. The Distributor will also provide reports for tracking balances and allowances associated with the diverted items. If there is a charge different than the regular per case price, please specify: \$_____
 - 5.1.5.3. Obtain products on a special order basis as requested by the District.
 - 5.1.5.4. Stock all items whose purchased volume is at least 20 cases per week on average.
 - 5.1.5.5. Secure bid pricing from manufacturers on all items the District purchases, unless insufficient quantities exist and are mutually agreed upon. This will be done on a yearly basis for the time period of 7/1 of the current year through 6/30 of the following year.
- 5.1.6 The District is interested in maximizing local purchases. For the purposes of this RFP, local is defined as within the state of Wisconsin and within a 200-mile radius of the District. Distributor shall indicate which products it already stocks that meet this definition and how Distributor would source additional such products. Distributor should also to provide details on how this will be tracked and traced and provide examples (i.e. Distributor velocity reports, labeling, traceability documents, etc.)

- 5.1.7 The District expects that the Distributor will be aggressive on behalf of the District in pursuing the best price, or negotiating special pricing and discounts in the form of manufacturer deviations, or off-invoice allowances or rebates. Distributor should discuss its process for requesting manufacturer price deviations and rebates for its customers, including its process for tracking rebates, frequency of requesting deviations from manufacturers and how they are renewed.
- 5.1.8 Distributor must provide information on how Child Nutrition labels and ingredient lists for all food and beverage products supplied by Distributor will be obtained by the District. Child Nutrition labels should meet current FDA and USDA requirements. Included in the labels should be a complete ingredient listing that identifies any food allergens that may be in the products. Allergens listed should include milk, eggs, peanuts, tree nuts, fish, shellfish, soy, wheat, sesame, and gluten.
- 5.1.9 Distributor should discuss its system to provide Safety Data Sheets (“SDS”) with orders and describe any online access the District would have to Distributor’s SDS sheets.
- 5.1.10 Distributor should discuss its use of DOT Foods or any similar organization for non-stock items, special order items, or as a means of substituting items. If Distributor does not use such an organization, it should discuss how it deals with large product pulls or large minimum orders into its warehouse.
- 5.1.11 The Distributor must affirm their willingness to comply with Federal Buy American requirements, as outlined below:
- 5.1.11.1. Schools participating in the Federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is substantially (at least 51%) processed in the US using agricultural commodities that are produced in the US. Federal regulations require that all foods purchased for Child Nutrition Programs be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:
 - The product is not produce or manufactured in the US in sufficient, reasonable, and available quantities of a satisfactory quality, such as bananas and pineapple; and
 - Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
 - 5.1.11.2. All products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify the District when products purchased are non-domestic.
 - 5.1.11.3. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation) must be approved in writing by the contract administrator prior to the delivery of the product to the District.
 - 5.1.11.4. Any non-domestic product delivered to the District without the prior written approval of the contract administrator will be rejected.
- 5.1.12 The Distributor must affirm their willingness to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations during

the awarded contract terms must be reported to the District and the regional office of the Environmental Protection Agency (EPA).

- 5.1.13 The Distributor must affirm their willingness to comply with to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), which disallows the use of Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an officer or employee of Congress in connection with obtaining any Federal contract, grant, or other award covered by 31 U.S.C. 1352.

5.2 Orders

- 5.2.1 Distributor must be able to provide a full-service, online, secure web/internet-based direct order system at no charge to the District. The website must have secure password protected accounts with user-friendly search capabilities.
- 5.2.2 The Distributor will commit to work with the District to improve the overall process for ordering, receiving, tracking inventory, analyzing product usage, invoicing, etc. This may include but is not limited to EDI, barcode receiving, electronic funds transfer, etc. Distributor's direct order system must have the capability to interface with the District's PrimeroEdge menu and inventory management system, which requires that Distributor utilize EDI Protocols 850 and 855.
- 5.2.3 If Distributor is unable to fulfill, in whole or in part, an item ordered, the Distributor must notify the District within 4 (four) business hours following order placement to determine a substitution and to inform District of any price difference. The contract administrator or designee must approve all substitutions. Approved substituted items will be priced using the lower cost of either the original product or the substituted product.
- 5.2.4 The Distributor will accept backorders, but must notify the contract administrator within four business hours.
- 5.2.5 No minimum order charge may be applied if the order size is due to the Distributor's shortages or substitutions. (Minimum charges, if any, need to be defined in the Distributor's proposal.)
- 5.2.6 Orders will be sent to the distributor on a mutually agreed upon timeline, not more than two business days prior to delivery. Monthly menus and projected quantities can be provided three to six weeks in advance.
- 5.2.7 The District will provide projected quantities for the Summer Food Service Program a minimum of one month prior to the program's start. The Distributor shall have the products that the District purchases during the school year stocked at their warehouse. The Distributor shall understand that projected quantities are best estimates and not require the District to take 100% of estimated quantities.

5.3 Deliveries

- 5.3.1 Deliveries shall be made to the FPC no fewer than three times weekly, with the potential for additional deliveries as determined by storage conditions. These deliveries shall be made to 4711 Pflaum Road Madison, WI 53718.
- 5.3.2 All deliveries to the FPC are expected to be neatly stacked and palletized and no higher than six feet high. The driver will assist with unloading trucks. If pallets are stacked at a height deemed unreasonable by the District (six feet or taller), the driver will help breakdown pallets immediately with the delivery.

5.3.3 Delivery is to be made in clean, enclosed, and as necessary temperature-controlled trucks, free of foul odors. All products shall be maintained at their proper temperature throughout their staging, loading, transport, and delivery. Frozen Foods 0 degrees F. or frozen hard; Refrigerated Foods 35-40 degrees F; Grocery and Dry Goods 50-80 degrees F. Non-compliance will result in refusal of product and replacement at Distributor's expense.

5.3.4 As per District policy, diesel and other fossil fuel powered vehicles are not permitted to idle for a prolonged period of time near facilities, particularly around air intakes.

5.3.5 At the time of delivery, a designated District employee will “check in the order” verifying the accuracy of the order and invoice and the quality of the products received. The Distributor's delivery personnel must be present during the order check-in process. Any discrepancies (shortages, overages, damage, etc) must be documented by the Distributor's personnel on the delivery invoice. Invoices must be verified, signed, and dated by District personnel. The District reserves the right to refuse payment on any unsigned invoice or invoice signed by unauthorized personnel.

5.3.6 Deliveries shall be made to each of the four district high schools at least weekly with the possibility of adding more deliveries.

East High School	2222 East Washington Avenue Madison, WI 53704
LaFollette High School	702 Pflaum Road Madison, WI 53716
Memorial High School	201 South Gammon Road Madison, WI 53717
West High School	30 Ash Street Madison, WI 53726

5.3.7 A delivery site may be added as needed at the discretion of the District. The District will give the Distributor no fewer than 60-day notice when setting up a new delivery site.

5.3.8 The District and Distributor will mutually agree upon a reasonable delivery schedule and building location for each site. All deliveries to the FPC shall be made between 5:00 and 6:30 a.m., or a mutually agreed upon time.

5.3.9 The Distributor will provide a correctly priced, extended, and totaled invoice at the time of delivery. The District will issue payments within 30 business days. The District is extremely interested in an electronic payment mechanism that includes EFT, EDI, or ERS capabilities. System capabilities and future plans and timelines will be outlined in the Distributor's proposal.

5.3.10 The District's representative will issue credits for shortages and damaged products. Damaged or incorrectly delivered items will be rejected and returned with the driver. The driver can issue pick-ups for items delivered in error. Products not immediately evident to be damaged or incorrectly delivered will be picked up by the Distributor no later than with the next delivery. Distributor shall accept all returns without a restocking charge.

5.3.11 The Distributor's fill rate shall be at least 95% on a weekly average. The fill rate formula is line items ordered less line items not delivered. A line item incompletely filled will be considered unfilled.

5.3.12 A letter must be on file explaining that the District would receive priority service considerations in the event of a strike by either party, emergency conditions, or disasters. The Distributor should provide documentation of the provisions made in proposals submitted. This documentation should include specific information related to the Distributor's biosecurity and emergency preparedness plan.

5.4 Reports

5.4.1 The District will receive the following reports on a timely basis:

5.4.1.1. Price lists, which are to be sequenced as provided by the District

- Current prices lists on non-market items should be sent or made available monthly
- Current price lists on market items should be sent or made available weekly

5.4.1.2. Monthly reports that will facilitate the District's ability to track and capture manufacturer's rebates

5.4.1.3. A monthly report of the current manufacturer's or processor's discounts and timelines being offered to the District

5.4.1.4. Written monthly reports providing information for tracking balances and allowances associated with Direct Diversion items and USDA commodity foods

5.4.1.5. Written monthly report providing information on sourcing of local products as defined in Section 5.1.6 above.

5.5 Audits

5.5.1 The District will conduct semi-annual audits to determine program performance, such as:

5.5.1.1. Percentage of items and types of items substituted (standard is <5%)

5.5.1.2. Percentage of items shorted (standard is <3%)

5.5.1.3. Pricing movement by category

5.5.1.4. Overall program price movement

5.5.1.5. Price mark-up verification

5.5.1.6. Adherence to product specifications

5.5.1.7. Delivery performance

5.5.2 The District shall be allowed quarterly price verifications during the contracted agreement with the Distributor. The Distributor shall provide verification of costs for line items. The Distributor shall be notified of the date and time of the price verification 10 business days in advance. The District will provide a list of items to be verified, not to exceed 150 items. The Distributor shall be able to provide cost data within their own organization and from cooperatives to which they belong.

5.6 Communication

5.6.1 The Distributor shall designate a specific account representative and customer service representative for the District.

5.6.2 The account representative shall visit the Food Production Center weekly upon contract start-up and bi-weekly thereafter. Initially this may amount to one full day per week to facilitate review of product samples and provide consultation and research.

- 5.6.3 There shall be quarterly meetings between the District and Distributor to discuss program status, resolve issues, clarify understandings, and seek opportunities for service improvements and lower costs.
- 5.6.4 The District shall be notified in a timely manner if there is a change of ownership, remit-to address, FEIN, etc.
- 5.6.5 The District shall receive 30 days written notice if the Distributor changes its method for calculating laid-in costs.

5.7 Safety & Sanitation

- 5.7.1 The Hazard Analysis Critical Control Point (HACCP) is an approach to Food Safety designed to augment traditional inspection methods. Our food service operations require food purchased to be inspected before it comes into the operation. All distributors shall comply with all applicable codes and regulations; distributors shall also subscribe to generally accepted industry standards that help to assure products received into the food service establishment will be of high quality and free of unacceptable levels of contamination. Distributors will be required to submit a letter signed by an appropriate company official with their proposal certifying that:
 - 5.7.1.1. All required licenses and permits are currently valid;
 - 5.7.1.2. Copies of regulatory agency inspection reports will be submitted as requested;
 - 5.7.1.3. The food service operation will be advised immediately of any license or permit revocation, suspension or change of classification;
 - 5.7.1.4. The distributor's operations meet or exceed generally accepted industry standards.
- 5.7.2 Distributor must describe its processes for product recalls, including how such recalls are monitored and tracked, and how Distributor would communicate such recall information to the District.
- 5.7.3 The awarded Distributor will submit the following documents to the District no later than 10 days after the proposal has been awarded:
 - 5.7.3.1. Copies of all applicable licenses, permits, and certificates of insurance.
 - 5.7.3.2. Copies of all inspection reports by regulatory agencies, within 10 days of their receipt of such reports, together with a statement regarding the corrective action taken or to be taken for any deficiencies cited therein.
 - 5.7.3.3. Provide documentation that they have a biosecurity/emergency preparedness plan in place.
- 5.7.4 Distributor's services may be utilized to provide ServSafe Food Manager training and exams. Proposals should describe how often these classes are offered and specify the cost to the District, if any, for these classes.

6. Cost Proposal

6.1 Conditions for payment

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, and any proposal for pre-payment should include the reasons why prepayment is necessary and a wise use of public funds. Even in the

case of a prepayment, the District will only agree to payments based on project phases (or project milestones) and established outcome targets for each phase. At the District's sole discretion, these progress payments may be tied to the satisfactory completion of the work. The District may also include a 'retainage clause' of 5% to 10% to be released only after the entire project has been satisfactorily completed.

6.2 General instructions on submitting cost proposals

The **original cost proposal and one copy** should be submitted in a separate envelope with the written proposal. 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, Distributor understands that the District and its representatives will determine which proposal is accepted. Distributor/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 Distributor. All completed proposals and supporting documentation submitted shall be the property of the Madison Metropolitan School District.

7.2 Liquidated damages

The Distributor/Proposer acknowledges that, if after being awarded a contract the Distributor 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 **\$1,000** 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. The Distributor 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 Distributor's invoices or by directly billing Distributor.

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 Distributor. 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 Distributor shall require written notice to that effect to be delivered by the Distributor to the agency not less than **ninety (90)** days prior to said termination. In the event that the Distributor exercises its right to terminate the contract, for any reason whatsoever, it will refund to the District within **fifteen (15)** days of said termination, all payments made hereunder by the District to the Distributor 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 Distributor Information
- 9.3 Attachment B Distributor 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 Attachment F Market Basket 2019 (see Section 5)
- 9.8 Appendix A Affirmative Action Requirements for Distributors and Distributors
- 9.9 Appendix B Equal Employment Opportunity / Affirmative Action Employer Identification Report
- 9.10 Appendix C Affirmative Action & Equal Employment Opportunity Policy Statement

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 Distributor under this contract may be assigned or delegated without prior written consent of the MMSD.

9. HOLD HARMLESS: The Distributor 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 Distributor, or any of its Distributors, 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 Distributor 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 Distributor to comply with terms, conditions and specifications of this contract.

The MMSD also reserves the right to cancel any contract with a federally debarred Distributor or a Distributor 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 29CFR 1910.1200, provide one (1) copy of a Material 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 Distributor.

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.

Attachment A – Distributor Identification

1. Proposing Company Name					
	Telephone	Toll Free Telephone	Fax		
Address:					
	City:	State:	Zip + 4:		
Federal Employee Identification Number (FEIN):					
2. Contact Person in the event there are questions about your proposal					
	Name:	Title:			
	Telephone:	Toll Free Telephone:			
Address:					
	City:	State:	Zip + Four:		
3. All Distributors 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.					
	Name:	Title:			
	Telephone:	Toll Free Telephone:			
Address:					

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

Attachment B – Distributor 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 Distributor 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:			

Attachment C – Designation of Confidential and Proprietary Information

The attached material submitted in response to **Proposal Number 4035** includes proprietary and confidential information which qualifies as a trade secret, as provided in Sect 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

Attachment D – Cost Summary Sheet

Pricing is to be on a marked-up fee basis, quoted net, including all discounts, FOB to Madison, WI. All manufacturer’s trade promotional allowances and/or free good allowances that are reflected off invoice will be passed through to the MMSD in their entirety for the period of the promotion. This will be reflected on the invoice. All cash discounts for prompt payment are retained by the distributor. In the mark-up based proposal, the distributor’s definition of laid-in cost shall be included.

All product categories shall have the same mark-up fee except variances included in cost incentive programs.

Distributor shall specifically address what and how they intend to control or reduce the cost of the product prior to adding their mark-up fee.

Distributor shall indicate, if available, proposed delivered drop size tiers with the discount incentive (as a percentage %) based on each tier of delivered drop size. Distributor should structure the discount structure to take account of a potential change in the number of drops per week. The District would consider changing its delivery schedule from three to two or one drops per week to achieve greater efficiency and financial incentive. Distributor shall rebate back to MMSD a percentage of sales based upon MMSD’s average drop. The rebate or allowance will be paid to the school district monthly in the form of a credit. The credit will be identified as a separate line item, and a report shall be sent to MMSD informing them of the credit. If an additional delivery is required due to product shortages, this delivery will not count against the calculation of average monthly drop size.

Lot 1 Cost and discount based on Three weekly deliveries to MMSD

Proposed Delivered Drop Size	Proposed Drop Size Discount %

Lot 2 Cost and discount based on Three weekly deliveries to MMSD

Proposed Delivered Drop Size	Proposed Drop Size Discount %

Lot 3 . Cost and discount based on one weekly deliveries to MMSD

Proposed Delivered Drop Size	Proposed Drop Size Discount %

distributors shall indicate, if available, the proposed discount incentive for submitting orders via distributor's online ordering system. This discount will be posted as a credit to the account.

Attached to this RFP is a market basket list of 100 items for comparison purposes. Please provide information specific to your company in the appropriate columns. Costs shall be based on the week of 3/6-10, 2023. The Market Basket sample represents the top 100 items by case volume and total cost projected to be purchased by the District for the school year.

Prices are to be firm for thirty days except for designated market items (to be listed before the contract is executed), which are to be firm for one week.

A current written price list shall be supplied in a timely manner (e.g. a weekly basis for market items and a monthly basis for staple items).

During the Contract any rebates, promotions, or other practices that result in free merchandise, reduced prices, marketing assistance or cost benefits, that are offered by manufacturers, brokers, distributors, or others, must be made available to the District exclusive of discounts for prompt payment of invoices. The Distributor shall pass on to the District all promotional allowances, discounts or rebates. The Distributor shall keep the District informed of all rebates that could be redeemed by the District as an end-user account and provide tracking information on product usage to facilitate the District's efforts in capturing available rebates and promotional goods offered.

Distributor may include any other discount or rebate programs that may be available to provide financial savings, increase efficiency, or otherwise enhance the quality of food offered by the District.

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 Distributors 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.

Form fields for Name, Company, Address, City, State, Zip Code, PHONE, FAX, and EMAIL.

Signature and Date fields.

Attachment F – Market Basket 2023

See separate RFP 4035 – Attachment F – Market Basket 2023

Required to be completed and submitted submission/proposal.

[Market Basket 2023](#)

Please make a copy of the Google Doc in the link above and edit it with your organization's information.

Appendix A – Affirmative Action Requirements for Distributors and Distributors

1. DISTRIBUTOR 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 Distributors and Distributors to adopt and implement similar policies as a condition of doing business with the District.

Distributors/Distributors, **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 Distributor/Distributor has not met each of the above stated requirements, the Distributor/Distributor 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 Distributor/Distributor's Affirmative Action Plan. In addition the completed Affirmative Action Requirements for Distributors and Distributors Form (Appendix A) should be submitted with the bid or proposal.

Distributors/Distributors are **exempt** from these requirements if they meet one or more of the following criteria: (1)the Distributor employs 15 or fewer employees; (2) the Distributor's **aggregate** business with the District in the last fiscal year is \$25,000 or less; (3) the Distributor is a taxing authority, municipality, the University of Wisconsin System or the State of Wisconsin; (4) the Distributor 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 Distributor 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 Distributors and Distributors, is available on the Internet at <http://boeweb.madison.k12.wi.us/policies/6600>.

2. DISTRIBUTOR RESPONSE:

_____ I am an exempt Distributor by reason of _____;
therefore, the following does not apply.

_____ I am a **non-exempt** Distributor 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 Distributor has not met each of the above requirements, the Distributor 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.

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											

Total											
Number of Employees, by race and gender, employed within the Madison School District geographic area.											
Total											

**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 DISTRIBUTOR OR DISTRIBUTOR CERTIFIES THAT THE INFORMATION CONTAINED IN THIS EMPLOYER INFORMATION REPORT IS ACCURATE.
2. THE DISTRIBUTOR OR DISTRIBUTOR 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 DISTRIBUTOR OR DISTRIBUTOR 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 Distributor 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 Distributor 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 expeditiously. 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 Distributor agrees that the District may disqualify the Distributor from being awarded such contracts, if it is determined by the District that no good faith effort was made in that the Distributor 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 Distributor 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 Distributor 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.

Distributors shall maintain and submit records at the request of the District for the purposes of the District, among other things, determining if the Distributor has made a good faith effort. The District may disqualify a Distributor from being awarded a contract if the Distributor 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

