



***Request for Quotation #4096 | STEM - Coding and/or Technology Experience | 1***  
**RFQ to the [email](#) listed above, and we will make note of all questions until the December 8th deadline for a response to the RFQ questions.**

### **Table of Contents**

Project Schedule and Scope	<b>3</b>
Submission Requirements	<b>5</b>
- Part 1 - <a href="#">RFQ Vendor + Program Information Form</a>	<b>5</b>
- Part 2 - Attachments ( <a href="#">A</a> , <a href="#">B</a> , <a href="#">C</a> , <a href="#">D</a> , <a href="#">E</a> )	<b>5</b>
Standard Terms and Conditions (Non-Construction)	<b>7</b>
Attachment A - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	<b>10</b>
Attachment B - Designation of Confidential and Proprietary Information	<b>11</b>

Attachment C - RFP Scoring Criteria **12** Attachment D - Equal Employment Opportunity Profile **13**

Attachment E - Affirmative Action & Equal Employment Opportunity Policy Statement **14**

**I. PROJECT SCHEDULE**

RFQ Available *2 December 2022*

Respond to RFQ Questions *8 December 2022*

RFQ Submissions Due *15 December 2022*

Committee Review *19 December 2022*

Award Announcement *20 December 2022*

Decision Memorandum sent to candidates not chosen *20 December 2022*

Contract Negotiations Begin *21 December 2022*

**II. PROJECT SCOPE**

Under the guidelines of MMSD Board of Education policy, any item(s) or service(s) purchased with regards to a total aggregate in any given category over \$10,000 will be competitively bid, unless the service and provider meet the District's exemption criteria. MMSD is seeking requests for quotes for ***CONTRACTED STEM SERVICES: CODING AND/OR TECHNOLOGY EXPERIENCES***. The objective of this program is to offer elementary, middle, and/or high school students access to enrichment opportunities in coding and/or other technology experiences. The program may consist of, but is not limited to, mobile or web application creation, hardware engineering, robotics, artificial intelligence and virtual reality. Literacy and Math are two goals schools are prioritizing this year, so your program must align with the support of those goals.

ITEMIZED LIST

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	Weekly (Jan-June)	Elementary School Coding and/or Technology Experiences	Not to exceed	\$30,000
2.	Weekly (Jan-June)	Middle School Coding and/or Technology Experiences	Not to exceed	\$30,000
3.	Weekly (Jan-June)	High School Coding and/or Technology Experiences	Not to exceed	\$30,000
4.	Weekly (Jan-June)	Any combination of Elementary, Middle, and/or High School Coding and/or Technology Experiences	Not to exceed	\$30,000

MMSD will award NON-EXCLUSIVE contracts. Multiple vendors may be designated as suppliers of services covered under the project scope as set forth in this document.

We are requesting a one-semester (January 2023 - June 2023) service contract, with the option of a one-year renewal. This is a NON-EXCLUSIVE AWARD, whereby there are no guarantees until funding is approved. This RFQ will not be a guarantee of purchase for any goods or services, but to establish you as an Approved Vendor with MMSD.

MMSD is seeking to contract with qualified and "best fit" respondents. MMSD will evaluate respondents and award as follows:

***Request for Quotation #4096 | STEM - Coding and/or Technology Experience | 3***

- On the basis of demonstrated competence and proposal to perform the services, and for a fair and reasonable price.
- Demonstrated ability to work collaboratively and cordially with MMSD, and no history of disparagement of the District.
- Other items from Scoring Rubric (See Attachment C)

All contractors, subcontractors, and their employees must submit to the District proof of a satisfactory background check of all individuals working on District property. The background check must be obtained by the successful vendor before any work is performed.

### **III. SUBMISSION REQUIREMENTS**

Organize your RFQ response using the following outline. ***No fees shall be included in the RFQ submission.***

PART 1 - RFQ Vendor+Program Information Form

- ***This*** form includes vendor information & a space where you must detail your program for our requested service

## PART 2 - Attachments

- I. [Attachment A](#) - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- II. [Attachment B](#) - Designation of Confidential and Proprietary Information
- III. [Attachment C](#) - RFP Scoring Criteria
- IV. [Attachment D](#) - Equal Employment Opportunity Profile
- V. [Attachment E](#) - Affirmative Action & Equal Employment Opportunity Policy Statement

For your quote to be considered, BOTH Part 1 and Part 2 forms must be completed.

If MMSD chooses to use your services, a separate contract and all related forms will be sent to you by our legal team, and must be filled out completely and approved PRIOR to services being performed.

**NOTICE TO VENDORS:** Please be advised, MMSD has a procurement process for validating contracts that must be followed to ensure payment. Please make sure the District representative with whom you are negotiating this contract has complied with MMSD procedures to ensure this contract is properly authorized. Failure to do so may significantly delay payment(s) or invalidate the contract, and no payment shall be made for these services.

Incomplete documents will be returned and will delay processing of the Agreement. **All contracts must be approved and signed by both parties, and have an approved purchase order (PO) in place before services can be rendered and invoices can be submitted to the District for payment.**

If your submission is selected, you will need to complete the District's [Vendor Contract Profile Form](#). Click here for additional [instructions](#).

## IV. WITHDRAWAL OF QUOTE

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.

## V. QUOTE SELECTION AND AWARD PROCESS

*Preliminary evaluation* - The quotes will first be reviewed to determine if requirements are met. Failure to meet mandatory requirements will result in the quote being rejected. If all vendors do

***Request for Quotation #4096 | STEM - Coding and/or Technology Experience | 5***  
not meet one or more of the mandatory requirements, the District reserves the right to continue the evaluation of the quotes and to select the proposal which most closely meets the requirements specified in this RFQ.

*Proposal scoring* - Accepted quotes will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references, request interviews, etc., and use the results in scoring the proposals. Diverse-owned businesses are encouraged to participate

in this solicitation.

*Acceptance and rejection* - After the final selection has been made, we will provide a decision memorandum to each of the RFQ candidates. We reserve the right to select any or reject any and all quotes. We also reserved the right to pre-qualify any or all candidates or reject any or all candidates as unqualified, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional qualifications. We reserve the right to re-solicit, waive all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the apparent successful proposer.

We are not responsible for costs incurred in preparation of this proposal. Quotes will not be returned and become the property of the District once submitted. By submitting a quote, all candidates agree to the terms and conditions of this RFQ and the RFQ will become part of the awarded candidate's contract. If you are selecting to provide services for this RFQ, you will work with the EDEI team to develop a clear scope of work, which will be captured in your contract. Please note that all contracts must be fully executed before work can begin. If you start work without a contract, you risk losing the ability to contract in response to this RFQ.

***Request for Quotation #4096 | STEM - Coding and/or Technology Experience | 6***

## **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.

***Request for Quotation #4096 | STEM - Coding and/or Technology Experience | 7***  
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 items(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 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.

***Request for Quotation #4096 | STEM - Coding and/or Technology Experience | 8***

**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.

**22. SOFTWARE/HARDWARE:** If applicable, 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 (evaluated by MMSD Legal Services).

## **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

The attached material submitted in response to Quote Number \_\_\_\_ 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 C – RFP Scoring Criteria

Proposal Submitted by: \_\_\_\_\_

RFQ #: \_\_\_\_\_

Date of Review: \_\_\_\_\_

	RFP Scoring Criteria	Score
1.	<b>Cost</b> ( <i>Total Possible Score = 60 points</i> )	
2.	<b>Operational Capacity</b> - Vendor currently has an operation that could adequately service the MMSD.  <b>Readiness Plan</b> (Experience) - Vendor has an operational plan that will successfully support the scope of proposed services.  <b>Service History</b> - Based on vendor's explanation of any service-related issues resulting in formal action, imposed liquidated damages or the removal or reassignment of contracted services.  ( <i>Total Possible Score = 30 points</i> )	

3. **References** - at least 3 references provided, not including MMSD, plus any direct MMSD evaluation/experience.

(*Total Possible Score = 10 points*)

### TOTAL SCORE

\* In addition to assessing the scored criteria (including cost), MMSD intends to allocate the opportunities to provide the services identified in this RFQ in the best interests of the school district, including, for example, considering the advantages/disadvantages of having one or multiple vendors involved in providing this complex and essential service.

**Request for Quotation #4096 | STEM - Coding and/or Technology Experience | 12**  
**Attachment D - Equal Employment Opportunity Profile**

**EMPLOYER INFORMATION REPORT**

	<b>Total</b>	<b>White (Not Hispanic)</b>	<b>Black (Not Hispanic)</b>	<b>Hispanic Asian  American/Pacific Islander</b>	<b>American Indian/Ala ska Native</b>
Male					
Female					
<b>Total</b>					
<b>Number of employees, by race and gender, employed</b>					

**Request for Quotation #4096 | STEM - Coding and/or Technology Experience | 13**  
**Attachment E – 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.

#### ***Request for Quotation #4096 | STEM - Coding and/or Technology Experience | 14***

- 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:
  - a. Develop realistic goals for the employment of women and minorities who are underrepresented in such job classifications.
  - b. Develop a timetable for achieving the goals.
    - i. 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

ii. Implement the written recruitment activity plan at a minimum by:

1. Prominently displaying on your bulletin boards or in common areas the fact that you are an equal opportunity employer.
2. 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.
3. 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.
4. 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.
5. 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.
6. Write a letter encouraging current racial/ethnic minorities and women employees to assist in the recruitment of prospective racial/ethnic minorities and women employees.
7. Ensure that all job descriptions reflect actual job duties and are job related.

***Request for Quotation #4096 | STEM - Coding and/or Technology Experience | 15***

8. Have a written discrimination complaint procedure in place that is publicized to all employees.
9. Review all hiring policies and practices to ensure that they are non-discriminatory.
10. 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 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.

#### ***Request for Quotation #4096 | STEM - Coding and/or Technology Experience | 16***

- 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.

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Date

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Company Name

***Request for Quotation #4096 | STEM - Coding and/or Technology Experience | 17***

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Location Address, Telephone Number

---

CEO's Typed Name & Title

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Signature

---

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

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Signature