

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

# REQUEST FOR BID For Strength Training Services

THIS IS NOT AN ORDER

Conditions of bid which include the “shall” or “must” describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. If no bidder is able to comply with a given specification, condition of bid or provide a specific product on the Itemized Bid List, the MMSD reserves the right to delete that specification, condition of bid or item.

VENDOR/BIDDER NAME & ADDRESS
<p><b>BID NUMBER:</b> 3262</p> <p><b>ISSUE DATE:</b> May 8, 2024</p> <p><b>DUE DATE:</b> May 21, 2024 - 2:00 PM (CST)</p> <p>IF NOT BIDDING, please check here <input type="checkbox"/> and return this cover page only.</p>

Unless otherwise noted, names of all organizations submitting bids will be publicly available after the date and time specified as the deadline for submitting bids. Bid abstract will be open to public inspection after award(s).

Revisions to this request for bid, including due date, may be made by an official written amendment issued by Purchasing Services.

Correspondence must reference the request for bid number.

**BID SUBMISSION:** All bids (**ONE original AND THREE additional copies** of all documentation/materials) may be submitted via US mail, hand delivery or a delivery service and must be **received** by Administrative Services at the above address. Bids not date/time stamped by Administrative Services staff by the posted date and time shall be considered late and **shall be rejected**.

Any entity submitting a bid has no enforceable right to amend its bid after the submission deadline.

The MMSD is exempt from Federal Excise and Wisconsin State Sales tax.

The Madison Metropolitan School District, **Athletics**, requests bids for the **Strength Training Services** in accordance with the information listed below (more detailed descriptions may be attached to this document). Special Conditions of Bid, Specifications, Itemized Bid List, and Standard Terms and Conditions are contained herein. Questions **MUST** be sent to **Kenneth Thomas, Assistant Director of Administrative Services**, at krthomas1@madison.k12.wi.us. To formally submit your bid for consideration, simply provide the information required below, sign, and return this document with all other required documentation in accordance with the guidelines established herein.

**ITEMIZED BID LIST**

ITEM	QUANTITY	DESCRIPTION		UNIT PRICE	TOTAL PRICE
		See Page 5 through 7 for full bid list, specifications, and requirements.			

By signing this bid, 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 bid; that this bid has been independently arrived at without collusion with any other bid competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned states that he/she is authorized to bind the bidder and on its behalf, hereby agrees with all the terms, conditions, and specifications required by the Madison Metropolitan School District in this Request for Bid, and declares that the attached bid and pricing are in conformity therewith.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

TYPE or PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

FEIN or TAX ID NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

# Table of Contents

<b>1. Required Forms</b>	21.1
Cover Page (Sign and complete Request for Bid cover page)	21.2
Attachment A Bid Specification	21.3
Attachment B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	21.4
Appendix A Affirmative Action Requirements for Contractors and Vendors	21.5
Appendix B Equal Employment Opportunity / Affirmative Action Employer Identification Report	21.6
Appendix C Affirmative Action & Equal Employment Opportunity Policy Statement	2
Standard Terms and Conditions (Non-Construction)	3
Attachment A – Bid Specifications	5
Attachment B – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	8
Appendix A – Affirmative Action Requirements for Contractors and Vendors	9
Appendix B – Equal Employment Opportunity/Affirmative Action Employer Information Report	10
Appendix C – Affirmative Action & Equal Employment Opportunity Policy Statement	13
Appendix D – Document Change Control	<b>Error! Bookmark not defined.</b>

## 1. Required Forms

The following forms must be completed and submitted with the bid. Blank forms are attached.

- 1.1** Cover Page (Sign and complete Request for Bid cover page)
- 1.2** Attachment A Bid Specification Page
- 1.3** Attachment B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- 1.4** Appendix A Affirmative Action Requirements for Contractors and Vendors
- 1.5** Appendix B Equal Employment Opportunity / Affirmative Action Employer Identification Report
- 1.6** Appendix C Affirmative Action & Equal Employment Opportunity Policy Statement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. MATERIAL SAFETY DATA SHEETS:** If any item(s) on order(s) resulting from this award(s) is a hazardous chemical, as defined under 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.

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

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

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

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

## 2. Attachment A – Bid Specifications

### Athletic Training Services

1. The duration of the bid shall run from May 08, 2024 through May 24, 2024.
2. All goods and/or services must be delivered to and accepted by Madison Metropolitan School District prior to any payment being made.
3. The Madison Metropolitan School District wishes to purchase Strength Training Services and in-person training for student-athletes at the District's four high schools:

East High School  
2222 East Washington Avenue  
Madison, WI 53704-5295

LaFollette High School  
702 Pflaum Road  
Madison, WI 53716-2167

Memorial High School  
201 South Gammon Road  
Madison, WI 53717-1499

West High School  
30 Ash Street  
Madison, WI 53726-3995

4. Services will include:
  - a. 320 hours of training room coverage per school, schedule to be determined by the school (approximately 8hrs/week Monday-Friday) Quote flat fee for 4 schools, 3 schools, 2 schools, or 1 school
  - b. Access to programming templates, student record and progress keeping materials, training for coaching staff, instruction and supervision of in-season and out-of season training

\* Cost for all required supplies and equipment should be included in the quoted prices above.
5. These services are to be provided as described below:
  - a. Services will be performed by a Licensed Strength Trainer or under the direction of a Licensed Strength Trainer
  - b. Strength training coverage will be provided Monday through Friday and will total 320 hours, approximately eight hours per week. The Athletic Director from each high school will determine the most appropriate schedule for his/her school location. This portion of the service will be billed at a flat rate for the entire school year (approximately early August through mid-June).

- c. Duties of the Strength Trainer will include: evaluation and programming for student athletes in all sports within the scope of athletic department, direct the program for strength development, implement injury prevention programs as appropriate, advise high school athletic staff on topics relevant to the health, safety and performance enhancement for athletes at all levels on a continuing basis
  - d. Requests for all necessary sports supplies and equipment must be submitted for approval to the athletic director prior to each season.
  - e. The vendor agrees that the school coaching staff, administration, and officials are “involved in the care” of the student-athlete. This allows those individuals to receive information necessary to address injuries and to receive information concerning involvement in practice or competition to protect the health and safety of the student-athlete on a need-to-know basis. In addition, the vendor(s) agree that student information maintained by the school may be subject to the confidentiality protections set forth within the Family Educational Rights and Privacy Act (“FERPA”) and state laws, and that vendor shall be considered a contractor performing an institutional function for the school, subject to maintaining student confidentiality in the same manner as a school employee.
  - f. Contractor shall maintain and provide evidence of professional liability insurance, or the equivalent thereof, in the amount of \$1,000,000 or more.
  - g. The successful contractor shall ensure that is has completed a Wisconsin Caregiver Background Check for any trainer assigned to work with the District at any time during the term of this contract, and has found the trainer’s record to be free of previous conduct which might pose a threat to the safety of District students, staff, or public. Contractor shall also verify that trainers are qualified and shall provide the services described above in a professional and competent manner. Contractor shall provide documentation of the foregoing upon request of the District.
  - h. The contract term will be for 3 years with an option to extend annually for two additional years.
6. 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).



7.

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	320	320 hours of training room coverage, schedule to be determined by the school (approximately 8 hrs/week Monday-Friday) Quote flat fee for 4 schools, 3 schools, 2 schools, or 1 school		
2		Training for coaching staff and recording keeping or progress materials		
3		<b>Program templates for all student athletes</b>		

- Cost for all required supplies and equipment should be included in the quoted prices above

3. Attachment B – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

**MADISON METROPOLITAN SCHOOL DISTRICT**

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

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

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

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

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

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

### 1. VENDOR NOTIFICATION:

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

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

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

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

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

### 2. VENDOR RESPONSE:

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

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

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

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

\_\_\_Yes \_\_\_No The employment goals in the plan have been achieved.

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

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

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

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

Job Categories	2. Number of Employees										
	Overall Totals (Sum of Columns B-K)	Male					Female				
		White (Not Hispanic)	Black (Not Hispanic)	Hispanic	Asian/ Pacific Islander	American Indian/ Alaskan Native	White (Not Hispanic)	Black (Not Hispanic)	Hispanic	Asian/ Pacific Islander	American Indian/ Alaskan Native
A	B	C	D	E	F	G	H	I	J	K	
Officials & Managers											
Professionals											
Technicians											
Sales Occupations											
Clerical and Administrative Support											
Craft Workers											
Operatives											
Laborers, Helpers, Material Handlers											
Service Workers											

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

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

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

**ESTABLISHMENT INFORMATION**

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

**CERTIFICATION**

1. THE CONTRACTOR OR VENDOR CERTIFIES THAT THE INFORMATION CONTAINED IN THIS EMPLOYER INFORMATION REPORT IS ACCURATE.
2. THE CONTRACTOR OR VENDOR HAS AGREED THAT, AS PROVIDED IN THE CONTRACT OR PURCHASE ORDER, IF NOT EXEMPT, WITHIN TEN DAYS AFTER THE EFFECTIVE DATE OF MADISON METROPOLITAN SCHOOL DISTRICT CONTRACTS OR PURCHASE ORDERS, THAT IT WILL COMPLETE AND PROVIDE THE ABOVE INFORMATION AND EITHER AN APPROVED AFFIRMATIVE ACTION PLAN OR AN AFFIRMATIVE ACTION POLICY STATEMENT THAT MEETS THE DISTRICT’S RECOMMENDED FORMAT.

3. THE CONTRACTOR OR VENDOR FURTHER AGREES THAT, AS PROVIDED IN THE CONTRACT OR PURCHASE ORDER, FOR THE DURATION OF THIS OR SUBSEQUENT CONTRACTS WITH THE DISTRICT, ACCURATE AND TIMELY INFORMATION WILL BE FILED ON AN ANNUAL BASIS.

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

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

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

### Statement of Commitment

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

### Equal Employment Opportunity

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

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

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

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

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

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

#### Affirmative Action

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

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

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

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

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

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



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

### **EEO/AA Communication**

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

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

### **EEO Complaint Handling Procedures**

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

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

### **Disqualification**

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

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

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

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

---

Date

---

Company Name

---

Location Address, Telephone Number

---

CEO's Typed Name & Title

---

Signature

---

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

---

Signature