



**MILWAUKEE
PUBLIC SCHOOLS**

**MPS COVER PAGE
(Fill out and provide under Tab A)**

REQUEST FOR PROPOSAL: RFP 906 for Textbooks and Instructional Materials

This Request for Proposal (RFP) consists of: this document; all attachments, appendices, schedules and exhibits; any addenda issued in the future; and the current “MPS Terms and Conditions for Requests for Proposal” found at <http://mps.milwaukee.k12.wi.us/en/District/Vendors-Contractors/Vendors/Terms--Conditions.htm>.

Milwaukee Public Schools (MPS) is soliciting competitive sealed proposals from qualified professional firms or individuals to, in accordance with all the terms and conditions of this RFP, provide Textbooks and Instructional Materials.

Proposals will be accepted no later than 2:00 p.m., Central Time, Thursday, January 21, 2016. Proposals must be submitted in the manner set forth in § 4.3 and in the format set forth in § 7.

By signing below, respondent’s representative certifies on behalf of the Respondent, that:

- I have the legal authority to bind the Respondent responding to this RFP and to provide the services identified herein;
- I have fully read this RFP and all incorporated documents and submit for consideration the attached proposal;
- I have read and understand the Contract Compliance Services (CCS) requirements, and that any proposed HUB and or Student Engagement participation is binding, real and substantial as defined in § 1.3 of the RFP;
- The fees in the attached proposal have been arrived at independently and have not been divulged, discussed, or compared with the proposals of other respondents. No attempt has been made, nor will be made, to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition; and
- I agree that the attached proposal will remain open and its pricing will remain firm until execution of a contract for the services which are the subject of this RFP.

Respondent

Telephone Number

Address

Fax Number

City, State, Zip Code

Email Address

Signatory’s Full Name and Title

Signature

Date

1. OVERVIEW

It is expected that the successful respondent will establish a strong partnership with MPS. As a strong partner, respondent will need to become fully acquainted with the business of MPS: educating Milwaukee's children. A full description of MPS, its mission, demographics and vision can be found at <http://mps.milwaukee.k12.wi.us>.

1.1 Summary

Project Name: Textbooks and Instructional Materials
RFP Number: RFP 906
RFP Release Date: Tuesday, December 22, 2015
Question Due Date: 2:00 p.m. Central Time, Tuesday, January 05, 2016
RFP Due Date: 2:00 p.m. Central Time, Thursday, January 21, 2016

1.2 Definitions

Contractor: the successful respondent awarded the contract resulting from this RFP.

District: Milwaukee Public Schools.

Historically Underutilized Business (HUB): a for-profit business that is 51% or more owned, controlled and managed by minority, women, disadvantaged, emerging, SBA-8A or other MPS-targeted business owners who have been certified as such by an MPS-recognized agency.

Proposal: any response provided pursuant to this RFP.

Respondent: a firm or individual submitting a response to this RFP.

Student Engagement: a method of further educating MPS students through required MPS contractor involvement in career education and employment opportunities for students.

Subcontractor: a person or entity performing, or proposed to perform, any portion of the Contractor's contract.

Vendor: Contractor.

1.3 Contract Compliance Services (CCS) Requirements

1.3.1 Summary

In educating the children and youth of Milwaukee, MPS is also a primary purchaser of goods and services in the Milwaukee marketplace. MPS believes it is obligated to display, in its own operations, the values of excellence, diversity and economic responsibility that it strives to teach its students. To that end, many MPS contracts require the use of HUB firms and the engagement of the Contractor in Student Employment and/or Student Career Education activities.

HUB participation must be "commercially useful"; *i.e.*, the goods or services to be provided by the HUB firm are a direct function of the scope of services described in this RFP and resulting contract. The HUB participation requirement may be met by respondent in several ways:

- (1) By identifying your firm as a certified HUB vendor that intends to perform a minimum of the required HUB participation for this RFP;
- (2) By engaging in a joint venture with a certified HUB firm;
- (3) By subcontracting with one or multiple certified HUB firm(s); or
- (4) By making second-tier purchases from one or multiple certified HUB firm(s).

Respondents are free to meet HUB participation requirements with any certified HUB vendor as long as proof of HUB certification is provided. Respondents may also contact MPS's Office of Contract Compliance Services for a list of MPS-registered HUB firms. **NO CREDIT FOR PARTICIPATION WILL BE GRANTED UNTIL MPS-RECOGNIZED HUB FIRM CERTIFICATION DOCUMENTATION IS RECEIVED.**

The Student Engagement program seeks to maximize Contractor involvement in career education and employment opportunities for students. Student Engagement has two separate components: (1) career education activities that directly involve MPS students; and (2) paid student employment hours that provide one or more MPS students with an actual, meaningful employment experience. To meet student employment hours, the Contractor-employed students must be MPS students, registered through MPS's Office of Contract Compliance Services. Once hired by the Contractor, students will be paid, at a minimum, the current Living Wage Rate as identified by the City of Milwaukee Ordinance 310-13. Under no circumstances will students work under conditions that would be considered a hazardous work environment.

Career Education activities include, but are not limited to, the following:

- (1) Classroom presentations at MPS project sites or various contractor career-specific activities.
- (2) Full classroom or small group tours of office environments. If a contractor is going to provide this type of activity, all required permission slips/arrangements must be made with the school by following normal field trip procedures.
- (3) Classroom skill development project activities in conjunction with teacher lesson plans such as math, science, reading, writing, etc.
- (4) Other CCS-approved contractor provided options.

Student Employment participation includes, but is not limited to, the following options:

- (1) Classroom presentations at MPS project sites or various contractor career-specific activities.
- (2) Full classroom or small group tours of office environments. If a contractor is going to provide this type of activity, all required permission slips/arrangements must be made with the school by following normal field trip procedures.
- (3) Classroom skill development project activities in conjunction with teacher lesson plans such as math, science, reading, writing, etc.
- (4) Career-based learning and online coach mentoring
- (5) Other CCS-approved contractor provided options.

Further additional information relating to HUB participation requirement and the Student Engagement requirement can be found at <http://mps.milwaukee.k12.wi.us/en/District/About-MPS/School-Board/Contract-Compliance-Services.htm>. For any other questions related to MPS's HUB program, contact MPS's Office of Contract Compliance Services via email at 505@milwaukee.k12.wi.us.

1.3.2 *Requirements*

The HUB participation requirement for the contract to be awarded pursuant to this RFP is:

5% per 12-month term.

The Student Engagement requirement for the contract to be awarded pursuant to this RFP is:

300 hours of Student Employment per 12-month term; and 10 hours of Career Education per 12-month term.

A respondent's status as a 501(c)(3) tax-exempt nonprofit organization does not excuse it from fulfilling these requirements.

1.3.3 Forms

Respondent must complete and return those forms checked below with its proposal or it will fail as to that minimum proposal requirement. The required forms are attached to this RFP as appendices and schedules. Fillable versions of these same forms can also be found at <http://mps.milwaukee.k12.wi.us/en/District/About-MPS/School-Board/Contract-Compliance-Services.htm> (click on Forms and Schedules, then click on Vendors). The fillable version of the forms must be printed, signed and attached to respondent's proposal.

- Appendix A - HUB Utilization Plan (If box is checked, current certification document, with NAICS code, must be submitted with RFP response.)
- Appendix B - Prime Vendor Information Sheet
- Schedule H1-A - Student Employment Commitment
- Schedule H1-B - Student Career Awareness/Education Plan/Commitment
- Schedule H1-C - Alternative Placement Request Student Employment

Even if there are no HUB or Student Engagement requirements identified in § 1.3.2, respondents must still fill out "Appendix B - Prime Vendor Information Sheet". The information disclosed in this form will not be used in evaluating a respondent's proposal and is solicited solely for reporting purposes to the Board of School Directors.

1.3.4 Evaluation and Award

MPS's Manager of Contract Compliance Services, or his/her designated staff, will be the sole judge of the suitability and completeness of the returned CCS forms and will assign a "pass" or "fail" determination accordingly as to that minimum proposal requirement. MPS reserves the right to award the contract to the respondent who submits a meaningful utilization plan that provides a real opportunity for HUB involvement.

Even if this RFP does not identify CCS requirements in § 1.3.2, MPS reserves the right to award up to ten additional points to respondents who will utilize a certified HUB or commit to Student Engagement hours. To be eligible to receive these points, respondent must detail in its proposal what role(s) the proposed HUB subcontractor will be responsible for in the scope of services or specify what engagement MPS students will take place within a 12-month contract term. Forms can be found as identified in § 1.3.3 and must be completed and returned with a proposal for consideration. MPS's Manager of Contract Compliance Services, or his/her designated staff, will be the sole judge of the suitability of the proposed participation and will assign points accordingly.

Within 20 business days after a contractor receives MPS Board approval of its contract, it must submit copies of all executed HUB firm subcontracts and all supporting and associated HUB documentation to

the Office of Contract Compliance Services. Falsification of any information related to a subcontract, including, but not limited to, subcontractor’s name or actual work to be performed by HUB firms is prohibited. No HUB firm substitutions or scope of work reductions shall occur without the expressed written consent of MPS’s Manager of Contract Compliance Services or his/her designated staff.

Failure to meet CCS requirements may result in financial sanctions up to or exceeding 70% of the value of the awarding contract and will be assessed against contractor invoices. Sanction dollars will be released on subsequent invoices as compliance documentation is provided.

2. BACKGROUND AND SERVICES REQUESTED

2.1 Background

Milwaukee Public Schools is located in Milwaukee, WI. The district currently serves 158 schools, of which a number are specialty schools, including seven Montessori Schools and a number of different language immersions programs: French; German; Spanish; Italian; and partial immersion in Mandarin Chinese.

The current enrollment per grade is listed as follows:

Grade	Total Number of Students Served	Bilingual Program	English as a Second Language
K4	4,882	536	78
K5	5,865	695	701
1	6,093	670	740
2	5,903	679	776
3	5,657	666	777
4	5,562	594	643
5	5,111	541	416
6	4,995	527	329
7	4,840	465	317
8	4,834	452	327
9	6,866	409	471
10	5,091	147	228
11	4,848	159	141
12	3,674	113	116
Total	74,221	6,653	6,060

2.2 Scope of Services

MPS seeks proposals for textbooks and associated supplemental instructional materials and resources for the following subject matters: 1) PreK-8 Mathematics; 2) High School Citizenship; and 3) High School Advanced Placement United States (“AP US”) History.

Hard copy materials with electronic companion or electronic-only solutions may be proposed.

2.2.1 General Specifications

The following specifications shall apply for all subject areas.

- a) Only materials that have already been published will be considered for this proposal. Vendors may not respond with draft books or materials, even if in final form.
- b) All materials must reflect a multi-perspective, multi-ethnic, culturally diverse approach, with a balanced presentation of perspectives and cultures, including various ethnic, linguistic, religious, gender and other groups. Materials must be anti-racist, anti-biased, non-sexist, and non-stereotyping, as well as culturally relevant to all MPS students and families.
- c) Hard copy textbooks and instructional materials must have an electronic companion for student and staff usage during the entire eight-year-term of the resulting contract. The materials must incorporate 21st century technologies, (*e.g.*, electronic and/or online versions of textbooks, interactive websites that provide remediation and extension of each lesson, supplemental materials, simulations). Products must be compatible with Chrome OS devices at current stable channel.
- d) All material must be designed to support effective differentiated instruction, including supports that are varied and extensive for students with special education needs, visual or hearing impairments or students performing below and above grade level.
- e) All materials must have Spanish language and Spanish bilingual versions available with scaffolds for English Language Learners in monolingual classrooms. (This specification does not apply to AP US History).
- f) All materials must include stated objectives and learning intentions, whole and small group instruction, frequent checks for understanding, criteria for success, guided and independent practice, enrichment, multi-sensory literacy strategies and a variety of quality assessments (*e.g.*, pre-formative or summative and self-assessments). All material must also promote critical and creative thinking and the development for high order thinking.
- g) All textbook and supplemental resources need to be sufficiently durable for student use for an eight-year-period. Vendor will arrange for immediate replacement at no charge of any deliverable that is damaged in shipment or otherwise not in compliance with an order.
- h) All textbook and supplemental materials must be barcoded, prior to shipment through Office Max, using MPS's barcode tracking system. Vendor shall contact Office Max to order barcodes and inform MPS of supplied barcode number range. Upon shipment to schools, vendor shall supply MPS with a CSV file for inventory purposes. Bid price for all textbooks and supplemental information must include all costs for barcoding.
- i) Textbooks must be ready for student use by August 1, 2016.
- j) Vendors must provide, at no cost, face-to-face professional development for all teachers and administrators at each grade level per course subject over the course of the contract period. (*See* § 7.2 for specifics.)

2.2.2 Subject Specific Specifications

The following specifications apply only to the designated subject area.

PreK-8 Mathematics

Vendors are welcome to submit materials within specific grade bands. A vendor's materials need not meet all the needs of all grades PreK-8. Bids for different grade bands will be treated separately. For purposes of evaluation copies (*see* § 4.3), certain grade bands have been designated, but MPS will consider any proposed solutions, regardless of the grades covered.

- a) The materials must be consistent with the MPS Comprehensive Mathematics and Science Plan (CMSP, found on the MPS portal at <http://mps.milwaukee.k12.wi.us/en/Programs/Comprehensive-Math-and-Science-Plan.htm>).
- b) The materials must be aligned to the Common Core State Standards for Mathematics (“CCSSM”) and best practices (found on the Wisconsin Department of Public Instruction site at <http://dpi.wi.gov/sites/default/files/imce/standards/pdf/common-core-math-standards.pdf>)
- c) The materials must successfully pass both the Instructional Materials Evaluation Toolkit (IMET, found at Student Achievement Partner’s Achieve the Core site at http://achievethecore.org/content/upload/IMET_Version2_Math_K-8.pdf) and the Mathematics Grade-Level Instructional Materials Evaluation Tools (GIMET, found at Student Achievement Partner’s Achieve the Core site at <http://achievethecore.org/page/1096/grade-level-instructional-materials-evaluation-tool-quality-review-gimet-qr-detail-pg>).
- d) The materials relevant to the youngest students must be developmentally appropriate for PreK students as described by WMELS, the Wisconsin Model Early Learning Standards (found at <http://www.collaboratingpartners.com/wmels-documents.php>)

High School Citizenship

- a) Resources must be aligned to the District and State standards informed by both the Common Core State Standards for Literacy in History/Social Studies and the Wisconsin Model Academic Standards.
- b) Materials must assist students in fulfilling the newly adopted Wisconsin state graduation requirement of passing a Civics Assessment that is a replicate of the Naturalization test for United States citizenship.

AP US History

- a) Materials must assist students in successful completion of the College Board's AP US History examination. This may include additional test prep resources and/or online assessment tools aligned to the AP US History college level examination.
- b) Materials must include diverse primary sources and secondary sources written by historians or scholars interpreting the past.
- c) All materials must adhere to the following College Board Standards:
 - i. Opportunities for students to apply detailed and specific knowledge (such as names, chronology, facts, and events) to broader historical understandings.

- ii. Opportunities for instruction in the learning objectives in each of the seven themes throughout the course, as described in the AP U.S. History curriculum framework.
- iii. Opportunities for students to develop coherent written arguments that have a thesis supported by relevant historical evidence.
- iv. Opportunities for students to identify and evaluate diverse historical interpretations.
- v. Opportunities for students to analyze evidence about the past from diverse sources, such as written documents, maps, images, quantitative data (charts, graphs, tables), and works of art.
- vi. Opportunities for students to examine relationships between causes and consequences of events or processes.
- vii. Opportunities for students to identify and analyze patterns of continuity and change over time and connect them to larger historical processes or themes.
- viii. Opportunities for students to investigate and construct different models of historical periodization.
- ix. Opportunities for students to compare historical developments across or within societies in various chronological and geographical contexts.
- x. Opportunities for students to connect historical developments to specific circumstances of time and place, and to broader regional, national, or global processes.
- xi. Opportunities for students to combine disparate, sometimes contradictory evidence from primary sources and secondary works in order to create a persuasive understanding of the past, and to apply insights about the past to other historical contexts or circumstances, including the present.

3. MPS CONTRACT TERMS AND CONDITIONS

3.1 Resulting Contract

The successful respondent agrees to enter into MPS's standard Professional Services Contract (PSC), a sample of which is attached to this RFP as Attachment 1 and incorporated by reference. MPS will not sign any form or contract offered by respondent.

Any exception to the terms and conditions set forth in the PSC, or any additional terms or conditions proposed by respondent to be incorporated in the PSC, must be provided as set forth in this § 3.1 to be considered. Respondent must follow this same process for any proposed exceptions to the RFP specifications found in §§ 2.2.1 & 2.2.2, together with an explanation of the reason such specifications cannot be met. Each respondent shall be required and expected to meet the RFP requirements in its entirety, except to the extent exceptions are expressly noted in the respondent's proposal and accepted by MPS as part of the award agreement and documented accordingly.

Only those additional contract terms or conditions specifically set forth in Tab F of a proposal will be considered by MPS. Any exception or proposed additional contract term or condition not set forth in Tab F will neither be considered nor accepted. It is insufficient for respondent to cite to a document or incorporate a document by reference. Any such citation or incorporation will be disregarded.

MPS's Director of Procurement & Risk Management, or his/her designated staff, will review any exceptions or proposed additions to determine if their nature or extent precludes ultimate agreement on a contract between MPS and respondent and will assign a "pass" or "fail" determination accordingly as to that minimum proposal requirement.

A “pass” as to the minimum proposal requirement does not mean that all the exceptions or proposed additions will be agreed to by MPS, but merely that they will be a point of discussion should respondent and MPS enter into contractual negotiations.

3.2 Proposals to Remain Open

By submitting a proposal, respondent is agreeing that its proposal will remain open and its pricing will remain firm until execution of a contract for the services which are the subject of this RFP.

3.3 Award

MPS reserves the right to award multiple contracts under this RFP to as many contractors as MPS determines is in its best interests.

Contract awards are subject to review by the MPS Administration and Board of School Directors.

3.4 Contract Period

The term of the resulting contract will be for a period of eight consecutive years. Prices are to remain firm for the entire term of the contract. After completion of the fourth year, the vendor may request a one-time price increase for the remaining three years of the contract at a price not more than the current price being charged to other school districts.

4. INSTRUCTIONS

4.1 Communication/Questions

The only permissible communication regarding this RFP with MPS staff, including any and all questions and requests for clarification, must be directed, in writing via email, to mpsrfps@milwaukee.k12.wi.us. The subject line of the email must be labeled “RFP 906 - Question.”

Any such communications must be received by 2:00 PM Central Time, Tuesday, January 05, 2016 or will be disregarded.

The sole exception to this policy is questions to MPS’s Office of Contract Compliance Services regarding § 1.3 of this RFP. Any other communication to, or contact with, a MPS staff member regarding this RFP by respondent will be considered unauthorized and a cause for rejection of a respondent’s proposal.

It is incumbent upon respondents to point out any possible discrepancies, omissions or ambiguities in the RFP using this question process. This includes alerting MPS that the RFP services or pricing requested are non-standard in the industry. By failing to do so, a respondent waives the right to claim any provision of this RFP is ambiguous.

4.2 Answers/Addendum

Answers to submitted questions, as well as any additional information or clarifications to the RFP, will be provided in the form of addenda posted at <http://mps.milwaukee.k12.wi.us/en/District/Vendors-Contractors/Vendors/Bids-RFPs.htm>.

It is the sole responsibility of respondents to check that site for any addenda that may be issued. Addenda will not be otherwise communicated to prospective respondents and no other response to the emailed questions will be received by the sender.

In the event of any conflict with the RFP, addenda shall govern.

4.3 Submission of Proposals and Textbooks and Instructional Materials

4.3.1 Proposals for Multiple Subject Areas or Grade Bands

Vendors can respond to one or all of the subject areas. If a vendor submits a proposal to multiple subject areas, each subject area will be treated as a separate response. Preference will not be given to vendors who do submit multiple responses.

Vendors who submit responses for multiple subject area will need to provide the required amount of proposals (18) for each subject area. For example: if a vendor submits a proposal to both PreK-8 Mathematics and AP US History, a vendor will need to submit 18 proposal copies for PreK-8 Math and 18 proposal copies for AP US History copies as related to the subject matter's scope, specifications, and evaluation criteria.

Specifically for PreK-8 Mathematics, the following grade bands are designated: PreK – 2; 3 – 5; and 6 – 8. Vendors must submit the required amount of proposals for each grade band covered. For example: if vendor submits a proposal covering all grades in PreK-8, it must submit 54 copies (18 copies for PreK – 2, 18 copies for 3 – 5 and 18 copies for 6 – 8.) If a vendor submits a proposal covering grades 3 – 8, it must submit 36 copies (18 copies for 3 – 5 and 18 copies for 6 – 8).

4.3.2 Submission of Proposals – General Information

Respondent must submit one original proposal, clearly marked as such with an original signature, and 17 copies, for a grand total of 18 items. Each proposal – original and copies – must be collated and bound in a manner to make each individual proposal readily apparent and complete.

Each proposal must be clearly marked “RFP 906”. The proposals must be collectively packaged and sealed. The package should show the following information on the outside: respondent's name, address, subject area and “RFP 906 – Textbooks and Instructional Material”. The package must be delivered to:

Milwaukee Public Schools
Department of Procurement & Risk Management
5225 W. Vliet St., Room 160
Milwaukee WI 53208

Proposals are due by 2:00 p.m. Central Time, Thursday, January 21, 2016. Proposals received after this time will fail as to that minimum proposal requirement.

Proposals shall be deemed received by MPS when: (1) time-stamped in the Department of Procurement & Risk Management; or (2) delivered to the Department of Procurement & Risk Management with proof that a common carrier delivered the proposal to the central mail room at 5225 W. Vliet Street, Milwaukee, WI 53208 and it was signed for by an MPS employee no later than 2:00 p.m., Thursday, January 21, 2016.

Electronic proposals will not be accepted.

Milwaukee Public Schools will not be held responsible for any costs incurred by vendors for work performed in the preparation and production of this RFP or for any work performed prior to the issuance of a contract.

4.3.3 *Submission of Textbooks and Instructional Materials*

Respondent must submit 3 complete classroom sets of each subject area. In addition, respondent must submit 15 copies each of a student textbook, student workbook (if applicable), and a teacher edition book. All textbooks and instructional materials must be collated and bound in a manner to make each individual proposal readily apparent and complete.

Specifically for mathematics, vendor must submit 3 complete classroom sets of each grade covered in their proposal. In addition, respondent must submit 15 copies each of a student textbook, student workbook (if applicable), and a teacher edition book. For example: if vendor submits a proposal covering all grades in PreK-8, it must submit 3 complete classroom sets as well as 15 copies each of a student textbook, student workbook for grades, PreK, 1, 2, 3, 4, 5, 6, 7 and 8.

Textbooks and instructional materials must be clearly marked “RFP 906”. Textbooks and instructional materials must be collectively packaged and sealed. The package should show the following information on the outside: respondent’s name, address, subject area, and “RFP 906 – Textbooks and Instructional Material”. The package must be delivered to:

Milwaukee Public Schools
Community High School
6700 N. 80th Street
Milwaukee, WI 53208

Inside delivery is required and materials should be delivered the appropriate room per subject area.

Room 13	Math
Room 316	AP US History
Room 317	Citizenship

Textbook and Instructional Materials are due by 2:00 p.m. Central Time, Thursday, January 21, 2016. Textbook and Instructional Materials received after this time will fail as to that minimum proposal requirement.

4.3.4 *Pickup of Textbooks and Instructional Materials*

Upon notification, respondent will be required to pick up all materials from Community High School.

4.4 **Clarifications**

After receipt of proposals, it may be necessary for MPS to contact respondent with clarification questions. MPS will do so via the email address of the signatory provided on the respondent’s submitted Cover Page (Tab A). Clarification questions often need imminent answers and short deadlines for response may be necessary. It is the respondent’s responsibility to monitor the contact email identified at

all times during the RFP process. Failure to timely respond to a clarification question submitted to the contact email may result in the rejection of the proposal.

5. MINIMUM PROPOSAL REQUIREMENTS

MPS will determine whether proposals have met the six minimum proposal requirements set forth below. Only those proposals passing all of these minimum proposal requirements, unless waived, will be passed on for evaluation according to the criteria set forth in § 6.1.

Minimum Proposal Requirements	
Timeliness – Submitted by the due date and time. <i>See</i> § 4.3.	Pass/Fail
Signed Cover Page (Tab A)	Pass/Fail
Cost Proposal Form (Tab C) – Cost is set forth on the Cost Proposal Form provided as Exhibit 1 to this RFP.	Pass/Fail
CCS Forms (Tab D) – Suitability and completeness of the returned CCS forms. <i>See</i> § 1.3.4.	Pass/Fail
Exceptions to Contract Terms and Conditions (Tab E) – <i>See</i> § 3.1.	Pass/Fail
Completeness – The proposal otherwise complies with the format and content parameters. <i>See</i> § 7.	Pass/Fail

MPS reserves the right, in its sole discretion and if deemed in the best interest of MPS, to: waive a minimum proposal requirement; waive irregularities in any proposal; reject all proposals received in response to this RFP; accept late proposals or improperly formatted proposals; and make a partial award or not make any award.

6. EVALUATION

6.1 Criteria

The criteria below, weighed as indicated, will be used to evaluate those proposals that meet all minimum proposal requirements.

Criteria	Description	%
Experience and Qualifications	Information set forth in Section 1 of Tab B.	5%
Quality of Proposed Solution to General Specifications for all Subject Areas	Information set forth in Section 2.1 of Tab B.	25%
	Information in Section 2.2 of Tab B.	15%
	Information in Section 2.3 of Tab B.	15%
Quality of Proposed Solution to Subject Specific Standards and Specifications	Information set forth in Section 3 of Tab B.	30%
Financial Stability	Information set forth in Section 4 of Tab B.	5%
Cost	Pricing of Proposed Services as set forth in Exhibit 1 to this RFP.	5%

6.2 Process

6.2.1 Committee

An evaluation committee will be established to evaluate the proposals according to the criteria identified in § 6.1. Proposals should be complete on their face. However, after opening of responses, MPS reserves the right to request supplemental information from any or all of the respondents and to factor any additional information into the evaluation. MPS may require oral presentations of a group of finalists in person or on the telephone and may request further information from those finalists.

During the course of the evaluation process, vendors are not to contact or sample any MPS employee or elected official on any matter related to the textbooks and supplementary materials submitted by your company, except at the request of the committee.

6.2.2 Best and Final Offer

MPS reserves the right to involve one or more respondents in a Best and Final Offer (“BAFO”) process. BAFO may be used when no single response addresses all the specifications, when the costs submitted by all respondents are too high, when two or more respondents are virtually tied after the evaluation process or when all proposals are unclear or deficient in one or more areas. If BAFO is utilized, respondents may be required to submit revisions to their proposals. MPS will send out a BAFO request to invited respondents that will set forth the areas of the proposal to be covered and the date and time by which the BAFO must be returned. All respondents will be treated equally and, during the process, no information will be transmitted to any respondent about any other respondent’s offer. MPS reserves the right, in BAFO, to apply additional criteria not listed in the original RFP, but any additional criteria will be disclosed to respondents in the BAFO request.

7. PROPOSAL FORMAT AND CONTENT

Proposals are to be formatted and tabbed in the form and sequence described in this § 7. Only information provided in the tabs set forth below will be considered. Elaborate proposals, *e.g.*, expensive artwork, beyond that sufficient to present a complete and effective response are not necessary. Quality, not quantity, is desired.

7.1 Tab A: Signed Cover Page

The MPS cover page must be signed by a representative of respondent authorized to bind respondent and submitted as Tab A of the proposal. Please include all contact information.

7.2 Tab B: Response to Request for Services

Section 1: Respondent’s Experience and Qualifications

With specific reference to the proposed textbooks and subject areas requested in this RFP, detail respondent’s experience and qualifications and detail other school districts that have adopted respondent’s materials.

Provide at least three specific client references, including the names and contact information of the

individual(s) you would propose MPS contact. MPS reserves the right to contact or visit any party listed as a reference. MPS also reserves the right to use other sources to obtain information about respondent's experience.

Section 2: Quality of Proposed Solution to General Specifications

2.1 General Specifications

- a) Describe and provide evidence of the quality and effectiveness of all materials. Outline the extent to which the design of materials reflects the most current research and evidence in the content area, pedagogy and student and teacher learning. Include studies on curriculum quality, implementation, and impacts, particularly outcome data.
- b) Describe how materials include stated objectives and learning intentions, whole and small group instruction, frequent checks for understanding, criteria for success, guided and independent practice, enrichment, multi-sensory literacy strategies and a variety of quality assessments (*e.g.*, pre-formative or summative and self-assessments). Describe how material promotes critical and creative thinking and the development for high order thinking.
- c) Detail electronic companion information on proposed textbook and instructional materials. Explain how materials are relatable to 21st century technologies and how your product is compatible with Chromebooks. Explain how product upgrades will be handled across the District in the event of technological updates. Include logins or any access rights to online materials as well as solutions to the following questions.
 - a. Do students need to login to access the text book?
 - b. If so, can the login be synced with SSO (Single Sign On) via Active Directory or Google Accounts?
 - c. Can the textbook be made available as a file and shared with staff/students internally?
 - d. In what format will the digital book be made available, *i.e.*, epub, pdf, etc. What are the supported readers for the format?
- d) Describe how materials are designed to meet the needs of students with specific needs, *i.e.*, students with special education needs, visually or hearing impaired, students performing below and above grade level.
- e) Describe how materials engage parents/guardians in appropriate ways, *i.e.*, homework assignments consist of routine problems with fluency-building exercises that parents can easily support).
- f) Describe the steps taken to ensure the books are sufficiently durable for student use for an eight-year adoption cycle and what warranties are offered.
- g) Are you able to provide materials using MPS's barcode tracking system?
Yes No
- h) Describe your ability to ensure how textbooks and supplemental instructional materials can be ordered, processed and delivered for student use by August 1, 2016. For subsequent purchases, detail approximately how much lead time is necessary in weeks from purchase order to delivery date per one classroom set ordered.

- i) Detail an outline of the nature and quality of professional development and technical assistance needed to reach the following specifications below for teachers and administrators per subject area. Provide an estimated number of required face-to-face training hours teachers and administrators need in order to effectively use adopted materials. Describe how instructional technologies, inquiry and project-based teaching and learning, comprehensive literacy strategies, critical thinking, and differentiation will be utilized.

Subject Area	# of Teachers	Maximum number of teachers in one face to face training session	# of required training hours per teacher	# of presenters available to instruct professional development days
PreK-8 Math	3,500	50	Vendor to Fill out	Vendor to Fill out
High School Civics	300		Vendor to Fill out	Vendor to Fill out
AP US History	300		Vendor to Fill out	Vendor to Fill out

- j) Is your organization able to remove obsolete materials from current school building locations?
 Yes No

If yes, explain the steps necessary MPS is required to perform to remove such textbooks. If your organization does have this ability, please include a cost proposal for this added service per school location as indicated in Section 7.3, Tab C: Cost, b).

- k) Does your organization have the ability to refurbish used textbooks?
 Yes No

If your organization does have this ability, please include a cost proposal for this added service as indicated in Section 7.3, Tab C: Cost, c).

Section 2.2 Availability of Multiple Language(s)

Note: This section does not apply to AP US History.

Is your product available in Spanish?
 Yes No

Is your product available in any other languages?
 Yes No

If yes, please list and detail what other languages your product is available in. Provide one sample student textbook for each language that is available.

Section 2.3 Cultural Relevance

Explain how materials reflect a multi-perspective, multi-ethnic, culturally diverse approach, with a balanced presentation of perspectives and cultures, including various ethnic, linguistic, religious, gender, and other groups. Explain how materials are anti-racist, anti-biased, non-sexist, and non-stereo-typing, as well as culturally relevant to all MPS students and families.

Section 3: Quality of Proposed Solution to Subject Specific Specifications

The following specifications apply only to the designated subject area.

PreK-8 Mathematics

- a) Describe how the materials are consistent with MPS' Comprehensive Mathematics and Science Plan (CMSP, found on the MPS portal at <http://mps.milwaukee.k12.wi.us/en/Programs/Comprehensive-Math-and-Science-Plan.htm>).
- b) Describe how the materials must be aligned to the Common Core State Standards for Mathematics and best practices (found on the Wisconsin Department of Public Instruction site at <http://mps.milwaukee.k12.wi.us/en/Programs/Comprehensive-Math-and-Science-Plan.htm>).
- c) Provide scientific evidence of effectiveness, including review by and/or alignment to CCSS-M as well as record of experience and outcomes in like school districts. Be specific in describing necessary conditions for like outcomes (e.g., data per minutes of instruction, with additional at home use).
- d) IMET Non-Negotiables ("NN"), (NN Metric 1A NN, Metrics 2A-2H)
Provide a list with evidence of how you will (1) reflect the content architecture of the Standards by not assessing the topics named before the grade level where they first appear in the Standards; and (2) focus coherently on the Major Work of the grade in a way that is consistent with the progressions in the Standards: CCSS-M. Further, all metrics listed in the IMET for the Non-Negotiable must also be met (as found in §2.2.2).
- e) IMET Alignment Criterion ("AC") 1-3, (AC Metrics 1A-1C, AC Metrics 2A-2C, AC Metrics 3A-3C)
Provide a list with evidence of how you will: (1) reflect the balances in the Standards at each grade level and help students meet the Standard's rigorous expectations; (2) demonstrate authentic connections between content Standards and Practice Standards; and (3) provide supports for English Language Learners and other special populations. Further, all metrics listed in the IMET for the Alignment Criterion must also be met (as found in §2.2.2).
- f) Describe how materials are relevant to the youngest students and how materials are developmentally appropriate for PreK students as described by WMELS, the Wisconsin Model Early Learning Standards (found at the WI DPI site: <http://ec.dpi.wi.gov/sites/default/files/imce/fscp/pdf/ec-wmels-rev2013.pdf>).
- g) Describe how the reading level is appropriate to the grade level.

- h) To vendors who submit a bid proposal to all grade levels as a single bid, are materials able to be separated into particular grade bands?
Yes No

If yes, describe your ability to have materials separated into a particular grade band.

High School Citizenship

The Citizenship course provides students with an opportunity to better understand his/her rights, responsibilities and role in a democratic society. The course focuses primarily on American government, but also looks at other American social institutions. Typical units of study include: the role of the citizen in a democracy, the federal government, the state government, the local government, the United States in the international arena, the American family, the American educational system and the American economic system.

- a) Describe how the resources are aligned to the District and State standards informed by both the Common Core State Standards for Literacy in History/Social Studies and the Wisconsin Model Academic Standards.
- b) Describe how materials will assist students in fulfilling the newly adopted Wisconsin state graduation requirement of passing a Civics Assessment that is a replicate of the Naturalization test for United States citizenship.

AP US History

- a) Describe how materials will assist students in successful completion of the College Board's AP US History examination. This may include additional test prep resources and/or online assessment tools aligned to the AP US History college level examination.
- b) Are diverse primary sources and secondary sources written by historians or scholars interpreting the past embedded in the student text?
Yes No

If not, please identify how this requirement will be met.

- c) Do the AP US History resources and materials provide the following? For each “no”, identify how this will be met.

Opportunities for students to apply detailed and specific knowledge (such as names, chronology, facts, and events) to broader historical understandings.

Yes No

Opportunities for instruction in the learning objectives in each of the seven themes throughout the course, as described in the AP U.S. History curriculum framework.

Yes No

Opportunities for students to develop coherent written arguments that have a thesis supported by relevant historical evidence

Yes No

Opportunities for students to identify and evaluate diverse historical interpretations.

Yes No

Opportunities for students to analyze evidence about the past from diverse sources, such as written documents, maps, images, quantitative data (charts, graphs, tables), and works of art.

Yes No

Opportunities for students to examine relationships between causes and consequences of events or processes.

Yes No

Opportunities for students to identify and analyze patterns of continuity and change over time and connect them to larger historical processes or themes.

Yes No

Opportunities for students to investigate and construct different models of historical periodization.

Yes No

Opportunities for students to compare historical developments across or within societies in various chronological and geographical contexts.

Yes No

Opportunities for students to connect historical developments to specific circumstances of time and place, and to broader regional, national, or global processes.

Yes No

Opportunities for students to combine disparate, sometimes contradictory evidence from primary sources and secondary works in order to create a persuasive understanding of the past, and to apply insights about the past to other historical contexts or circumstances, including the present.

Yes No

Section 4: Financial Stability

Describe respondent, including, at a minimum: number of employees; number of years in business; type of services provided; and legal status, *i.e.* corporation, partnership, limited liability company.

Provide documentation to verify respondent possesses adequate financial support, assets, and organization to provide the products and services required in this RFP. This may take the form of financial statements, credit ratings, a line of credit, or other financial arrangements.

7.3 Tab C: Cost

This is the only place cost/pricing should be referenced in the proposal. MPS will only assess cost points based on “Exhibit 1 – Cost Proposal Form.”

a) Exhibit 1, attached hereto, must be completed and submitted as Tab C of the proposal. A separate cost proposal form must be submitted for each subject area and grade level. The District plans on ordering classroom sets (40 per set) for various grade levels and subjects. Include any materials that may need to be reordered per year (*e.g.*, student consumables). The District reserves the right to increase or decrease quantities per set as required based on student enrollment and school need. Bid price for all textbooks and supplemental information to include all costs for barcoding, handling and shipping to MPS. Vendor will not require a minimum order size for MPS to receive the pricing quoted.

b) Cost per location to remove obsolete textbooks: \$ _____

c) Estimated cost per refurbished textbook: \$ _____

7.4 Tab D: CCS Forms

Complete and submit all required CCS forms, identified in § 1.3.3, as Tab D of the proposal.

7.5 Tab E: Contract Terms and Conditions

Pursuant to the directions in § 3.1, identify any exceptions to the terms and conditions contained in MPS’s Textbook Contract or additional proposed terms and conditions.

7.6 Tab F: Miscellaneous

Any additional materials, brochures or other documentation may be submitted as Tab G. Only relevant and necessary information should be included.

7.8 Tab G: Confidential or Proprietary Information

If respondent wishes to designate any portion of its proposal as confidential or proprietary, respondent may fill out and submit a “Request to Designate Information as Confidential or Proprietary” as Tab H. This form is found at <http://mps.milwaukee.k12.wi.us/en/District/Vendors-Contractors/Vendors/Forms.htm>. The Board is bound by Wisconsin statutes regarding public records (Wis. Stat. § 19.21, *et seq.*) and, as such, all of the terms of the contract resulting from this RFP will be public.

8.0 Appeals

Appeals regarding MPS’s procurement process are handled by the Office of Accountability and Efficiency. Details on appeals can be found at http://mpsaccountability.milwaukee.k12.wi.us/wp-content/uploads/2013/03/Bid_RFP-Appeals-Form.pdf.

Attachment 1

MILWAUKEE BOARD OF SCHOOL DIRECTORS TEXTBOOK/INSTRUCTIONAL MATERIALS CONTRACT

This AGREEMENT entered into this ____ day of _____, 2016, and between _____ (hereinafter referred to as “Vendor”) and the Milwaukee Board of School Directors, contracting authority for Milwaukee Public Schools (hereinafter referred to as “MPS”). This Contract is the result of an open competitive procurement, specifically Request for Proposal (RFP) 906.

1. SCOPE OF SERVICES

Vendor shall supply the Textbook/Instructional Materials and associated items (“deliverables”) listed in Exhibit 1, attached hereto and incorporated by reference, to MPS schools throughout the term of this Contract.

2. COST

The cost of each deliverable is identified in Exhibit 1. Cost shall be guaranteed for the entire term of the Contract. Vendor will also guarantee availability of the items listed on Exhibit 1 for the entire term of the Contract.

On July 1, 2021, Vendor may request a one-time cost increase for deliverables for the remaining three years of the Contract to costs not more than the current price being charged to other school districts. Whether MPS allows such increase is at the sole discretion of MPS’s Director of Procurement & Risk Management.

3. QUANTITIES

The quantities of the deliverables will be as identified by MPS. MPS reserves the right to increase or decrease quantities as required by student enrollment and class need. There is no guarantee of the quantity of deliverables that will be purchased pursuant to this Contract.

4. FREE MATERIALS

Any free materials offered by Vendor, and identified in Exhibit 1, must be offered throughout the term of this Contract in the same ratio as initially offered, *i.e.*, if one free teacher’s edition is initially offered for each 40 student editions offered, a free teacher’s edition must accompany an order of 40 student editions automatically over the entire eight-year term of this Contract.

5. DELIVERY

For the initial purchase, MPS’s Chief Academic Office will provide Vendor with quantities and locations. Vendor shall then drop ship the deliverables directly to the locations at no additional charge. Subsequent orders throughout the term of the Contract will be made directly by individual schools and will also include shipping at no additional charge.

6. PROFESSIONAL DEVELOPMENT

Vendor shall provide, at no additional cost to MPS, the amount of face-to-face professional development identified in its Response to the RFP necessary for all relevant MPS staff to effectively use the adopted materials.

7. BAR CODING AND PHYSICAL PROCESSING OF TEXTBOOKS

Vendor shall provide bar coding and physical processing of all purchased textbooks throughout the term of the Contract at no additional cost to MPS. Bar-coding must meet the following specifications: (1) electronic textbook records must be compatible with the District’s textbook management database (Destiny); (2) electronic records must be provided via CD, email, or online website; (3) barcode labels must be provided by Vendor and attached to textbooks free of charge according to information given by MPS; (4) barcode symbology must be compatible with the District’s textbook management database and according to information given by MPS; (5) individual school customized textbook processing options must be complied with; (6) customized school processing profiles and barcode ranges must be maintained on file by Vendor; (7) Vendor must provide MPS ownership stamp in each textbook; and (8) electronic textbook records in Spanish must be provided free of charge.

8. INDEMNITY

To the fullest extent permitted by law, Vendor agrees to indemnify, defend and hold harmless, MPS, its agents, officers and employees, from and against all loss or expense, including related costs and reasonable attorneys’ fees by reason of liability for damages, including suits at law or in equity, caused by any wrongful, intentional or negligent acts or omissions of Vendor, or its agents which may arise out of or are connected with the activities covered by this Contract.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents for any claims that may arise out of MPS’ negligence for acts, policies, or directives that affect the activities covered by this Contract.

9. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

Vendor understands and agrees that financial responsibility for claims for damages to any person, or to Vendor's employees and agents, shall rest with the Vendor. Vendor shall effect and maintain any insurance coverage, including, but not limited to, Workers' Compensation, Employers' Liability, General Liability, Contractual Liability, Professional Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers' Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Vendor by MPS shall be:

Workers' Compensation	Statutory limits
Employers' Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Professional Liability	\$1,000,000 per occurrence
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence

MPS shall be named as an additional insured under Vendor's general liability insurance and umbrella liability insurance. Evidence of all required insurances of Vendor shall be given to MPS.

10. TERMINATION

Should Vendor fail to perform fully, faithfully and promptly any obligation owed MPS this contract, MPS may, at its election, consider the breach material and, terminate the contract in its entirety with 30 days' written notice. Failure on the part of the Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to recover any cost incurred by the Vendor up to the date of termination. Such termination, or failure to terminate, by MPS shall not be construed as a waiver of any other right or remedy afforded by law or by agreement between the parties which MPS may have against Vendor. No failure of MPS to utilize a remedy afforded by law or contract upon any breach by Vendor shall be construed as a waiver of the right to insist upon full, prompt and faithful performance of the particular obligation, and all other obligations of Vendor in the future.

11. NON APPROPRIATIONS CLAUSE

If appropriate funds are not allocated or otherwise made available for continued performance for any fiscal period of this Contract, the parties agree this Contract shall terminate and any future obligations shall be discharged; but the rights and obligations existing at the time of termination shall be fulfilled.

12. ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other. Vendor shall have the right to assign its obligations hereunder in connection with a merger, combination, or sale or exchange of its stock assets or product lines (or similar transactions.)

13. PROHIBITED PRACTICES

Vendor during the period of this contract shall not hire, retain or use for compensation any member, officer, or employee of MPS or any person who, to the knowledge of Vendor, has a conflict of interest.

Vendor hereby attests it is familiar with MPS' Code of Ethics, which states, in part, "An employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS."

MPS has a Livable Wage policy that requires anyone having a contract with MPS must pay all of their employees a livable wage in accordance with City of Milwaukee Ordinance 310-13. The current livable wage rate can be found at the City of Milwaukee website <http://city.milwaukee.gov/ImageLibrary/Groups/doaPurchasing/forms/livingWageTable.docx>.

14. NOTICES

Notices to Vendor provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the Vendor's signatory on the contract at the listed address in the signature block.

Notices to MPS provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to Contract Law Coordinator, Milwaukee Public Schools, 5225 West Vliet Street, Room 160, Milwaukee, WI 53208.

15. LIQUIDATED AND STIPULATED DAMAGES

Notwithstanding any available remedy at law or in equity, if Vendor fails to have the adopted materials available for the entire term of the Contract and instead makes an alternate or new edition available, Vendor shall replace, on a one-to-one basis, the legacy books with the alternate or new edition at no additional charge to MPS.

Notwithstanding any available remedy at law or in equity, for every instance in which Vendor fails to provide the pricing set forth herein, (e.g., failure to include free materials with orders, charges shipping, overcharges on pricing), MPS shall impose liquidated damages of \$50 per instance.

16. SEVERABILITY

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

17. NON DISCRIMINATION

Vendor is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, handicap, national origin, sex, age, or socio-economic status. This obligation shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

18. INTEGRATION

This Contract, its exhibits, RFP 906 and Vendor's Response to RFP 906 constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and agreements among the Parties concerning the subject matter hereof. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties.

19. APPLICABLE LAW; VENUE

This Contract shall be governed by the laws of the State of Wisconsin, without regard to its conflicts of law provisions. Any suit, action, or proceeding with respect to this Contract, or any judgment entered by any court in respect thereof, must be brought in the Courts of the State of Wisconsin.

20. RETURNS

MPS reserves the right to reject or return any items. All return freight charges associated with the rejected materials shall be borne by Vendor and no restocking fees shall apply.

21. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Vendor certifies that neither Vendor nor its principals; the sub-recipients or their principals; or the subvendors or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. Vendor specifically covenants that neither Vendor nor its principals, the subvendors or their principals, nor the sub-recipients or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").

22. FORCE MAJEURE

MPS will not be liable to pay Vendor for any work that Vendor is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

23. AUDIT

Upon request, and within a reasonable amount of time, Vendor shall be required to provide MPS with an audit in a mutually agreeable format to ensure the MPS is being charged the correct price as set forth herein.

24. ORDER OF PRIORITY

In the event of conflict among the documents constituting this Contract, the order of priority to resolve the conflict shall be: 1) this Contract; 2) RFP 906; and 3) Contractor's Response to RFP 906.

25. INDIVIDUALS WITH DISABILITIES EDUCATION ACT OF 2004

The Individuals with Disabilities Education Act of 2004 ("IDEA") establishes the National Instructional Materials Accessibility Standard ("NIMAS") (see 34 C.F.R. § 300.172(a)(1)). Vendor agrees to prepare and submit files meeting NIMAS requirements to the NIMAC at the American Printing House for the Blind ("APH") located in Louisville, Kentucky. Should Vendor be a distributor of the materials and not the publisher, the distributor agrees to immediately notify the publisher of its obligation to

submit NIMAS file sets of the purchased products to the NIMAC. The files will be used for the production of accessible formats as permitted under the law for students who are blind or have other print disabilities.

26. CONTRACT COMPLIANCE REQUIREMENT

The HUB requirement on this Contract is 5%. The student engagement requirement of this Contract is 300 hours. The Career Education requirement for this Contract is 10 hours. Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

VENDOR (Vendor _____)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____

By: _____
Kristen D. DeCato, Director
Department of Procurement & Risk Management

Date: _____

Tax ID or SS#:

By: _____
Darienne B. Driver, Ed.D.
Superintendent of Schools

Budget Code:

Date: _____

By: _____
Michael Bonds, President
Milwaukee Board of School Directors

Date: _____

This contract is not enforceable until fully-executed. Payment will not be made on any contract not on file in the Office of Finance.

Reviewed by Risk Management:

By: _____

Date: _____

Reviewed as to form and substance by the Office of Finance:

By: _____

Date: _____

Exhibit 1 - Cost Proposal Form

A cost proposal form must be submitted for each subject area and grade level.

Milwaukee Public Schools will only assess cost points based on the total cost of ordering a classroom set of 40 students.

Bid price for all textbooks and supplemental information to include all costs for handling and shipping to Milwaukee Public Schools.

Prices for individual items shall adhere to § 3.4 of RFP 906.

Subject Area: _____

Grade Level: _____

Total cost per classroom set of 40 students: \$ _____

Please list below all of the materials that are included in a classroom set of 40 students, including the type of material it is (i.e. student text, teach edition, student consumables, DVD, big books, etc.), the quantity of materials that would come included in a classroom set of 40 students, as well as individually price the item if a single item shall be ordered.

Title	Author/Editor	Edition	Copyright	ISBN #	Material Type	Quantity of Materials that come in a Classroom Set	**Free Ratio	Need to be reordered on a per year basis (Y/N)	Replacement Cost

** Free Ratio means the number of books that need to be purchased to qualify for the free item.

HUB AND STUDENT ENGAGEMENT INFORMATION AND FORMS

All the information you need related to Historically Underutilized Business (“HUB”) or Student Engagement Program, including all applicable forms, can be found in this document.

If HUB and Student Engagement Requirements are Zero

If the HUB and Student Engagement requirements are zero in the RFP you are responding to, the only form you must fill out is **Appendix B**, the Prime Vendor Information Sheet. This information will not be used in making the award and is kept solely for statistical reporting purposes to the Board of School Directors.

Historically Underutilized Business (“HUB”) Requirements

HUB firms are defined as for-profit businesses 51% or more owned, controlled, and managed by minority, women, disadvantaged, emerging, small or other MPS-targeted business owners who have been certified as such by an MPS-recognized agency. MPS has an annual HUB participation goal equal to 35% of all applicable purchases. Contact Contract Compliance Services (CCS) for other eligible considerations.

Appendix A must be completed only if a HUB requirement is assigned to this RFP.

ALL HUB PARTICIPATION MUST BE COMMERCIALY USEFUL TO THIS PROJECT. “Commercially Useful” means the goods and/or services to be provided by the HUB firm are a direct function of the scope of services described in the RFP. The HUB requirement may be met in several ways: (1) by identifying yourself as a certified HUB vendor who intends to perform a minimum of the required HUB participation for this RFP; (2) by engaging in a joint venture with a certified HUB firm; (3) by subcontracting with a certified HUB firm(s); or (4) by making second-tier purchases from a certified HUB firm(s). Respondents are free to meet HUB participation requirements with any certified HUB vendor as long as proof of certification is provided. You may also contact CCS for a list of MPS-registered HUB firms.

A HUB Utilization Plan, attached as Appendix A, must be completed to document how you expect to meet the HUB requirement for this project. This will become a binding part of the contract. Failure to return the HUB Utilization Plan will result in your proposal being deemed non-responsive and ineligible for consideration. MPS reserves the right to award a contract to the vendor who submits a meaningful utilization plan that provides a real opportunity for HUB involvement.

Contractors with questions about the HUB Program before contract award should email those questions to mpsrfps@milwaukee.k12.wi.us.

Student Engagement Program

The Student Engagement Program seeks to maximize contractor involvement in career education and employment opportunities for students. The anticipated results are young people who are able to make better career and post-high school education choices that ultimately have a positive effect on our local business community. This program component consists of specific requirements for contractors to engage in. They are: (1) career education activities that directly involve MPS students and/or (2) fulfilling paid student employment hours that provide students with an actual work experience. **The students must be MPS students registered through CCS who have completed the required job readiness training.**

A. Qualified Recipients

Career Awareness/Education Activities: (1) any school that is the contracted project site or (2) other CCS-approved options.

Student Employment Requirement: (1) high school students, 16 years or older, who are currently enrolled in an MPS school and have participated in CCS Job Readiness Training, or (2) with prior authorization from CCS, students who have graduated from an MPS high school not more than twelve months from their date of matriculation and have received job readiness training provided by CCS.

B. Student Engagement Requirements

1. All vendors shall provide ten (10) hours of career education activities on each contract unless otherwise specified in the RFP. Contractors are allowed two (2) hours of preparation time per MPS project. This two (2) hour preparation time is not applied to the requirement until the actual activities have been completed. The remaining eight (8) hours must be **actual engagement with MPS students that provides a meaningful career-related experience.**
2. If a project is required to have student employment, MPS shall designate prior to bid, the total MPS student hours of employment required. The successful bidder will be required to commit to providing a meaningful employment experience for one or more MPS students. Under no circumstances shall students work under conditions that would be considered a hazardous work environment.

C. Program Specifications

1. Career Awareness/Education activities (with CCS approval) include but are not limited to the following:
 - a. Classroom presentations at MPS project sites or various contractor career-specific activities.
 - b. Full classroom or small group tours of office environments to provide an orientation to potential careers and the education-related skill involved in those careers. If a contractor is going to provide this type of activity, all required permission slips/arrangements must be made with the school by following normal field trip procedures. CCS only provides approval of activity type.
 - c. Classroom skill development project activities in conjunction with teacher lesson plans such as math, science, reading, writing, etc.
 - d. Other CCS-approved contractor-provided options.
2. Student employment participation can include but is not limited to the following activities:
 - a. Student summer employment placement (full-time/part-time).
 - b. Student after-school and weekend placement (20 hrs/wk max) where appropriate.
 - c. Placement with a sub-tier contractor on the project.
 - d. Alternative placement may be made when the contractor's place of employment is beyond the transportation resources of available students or when certain project circumstances exist that prevent student employment on the job site. In such cases, the contractor maintains responsibility for the student's work site and wages as well as ensuring a reasonably safe and meaningful work experience. All alternative work assignments are the responsibility of the prime contractor and **require CCS approval**.
 - e. Other CCS-approved contractor provided options.
3. Extended Student absences – Students must notify hiring contractor of any planned family or other absences that will occur during the employment period.
4. Super Student Status – Contractors who retain or rehire an MPS student or graduate from the CCS student database on or across multiple projects within a maximum 12 month period from original hire date, or have maintained employment for at least six (6) months beyond that past contract period, shall be able to count current hours worked by that same student at 1.25 hours for every hour worked on the new contract. Contractors planning to take advantage of Super Student status must submit a letter to CCS with this request. Request must be submitted before the beginning of the project. This status must also be noted on the Schedule H2 submitted with each invoice to MPS. Super Students retain this status for 24 months following the approved request.
5. Career Awareness/Education Banking Hours - A contractor may perform career awareness/education hours a maximum of 12 months in advance of having a contractual requirement for student engagement. Contractor must submit a written request to CCS for approval to bank hours PRIOR to the activity. No credit will be allowed after activity has been completed without prior approval. The Education Hour Confirmation form must be submitted to CCS no less than 10 days following the activity.
6. No other CCS requirements may be banked.

D. Student Engagement Sanctions

Contractors must submit Schedules H1-A and H1-B indicating how they intend to meet their Student Engagement requirement. These schedules must be submitted five (5) business days after official MPS RFP award date

MPS shall withhold funds from the pay request when Student Engagement requirements are not met. Other sanctions may include withholding of payments, termination, suspension, or cancellation of the contract in whole or in part, prohibition from participation in any further contracts awarded by MPS for a specified period of up to three years, and any other remedy available to MPS at law or in equity.

Contractors with questions about the Student Engagement Program before contract award should email those questions to mpsrfps@milwaukee.k12.wi.us

APPENDIX A

HUB Utilization Plan

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The prime vendor should use this form when there is a HUB participation requirement. The form documents how the HUB requirement will be met and will become a binding part of the contract. If you are a prime vendor who is also a HUB vendor and will be providing services to meet a HUB participation requirement, you must fill this section out. Prime HUBs must identify the actual percentage of service/product they will provide. Only the percentage of service/product actually provided by the HUB prime will count toward HUB participation.

If you are a prime vendor who is not a HUB, list any contractors or vendors you will employ or partner with to fulfill the HUB requirement.

THIS SECTION MUST BE FILLED IN COMPLETELY. FAILURE TO LIST ALL HUB CONTRACTORS OR VENDORS MAY RESULT IN YOUR RESPONSE BEING DECLARED INVALID AND REMOVED FROM CONSIDERATION. IDENTIFICATION OF A HUB FIRM HERE INFERS PRIME HAS SPOKEN WITH HUB VENDOR AND BOTH ARE IN AGREEMENT WITH CONTINGENT COSTS AND SERVICES LISTED BELOW:

GIVE THE FOLLOWING INFORMATION FOR EACH HUB VENDOR. ATTACH ADDITIONAL SHEETS IF REQUIRED.

COMPANY NAME: _____

ADDRESS: _____

PHONE #: _____ EMAIL: _____

CONTACT PERSON: _____

PLEASE LIST TYPE OF WORK TO BE PERFORMED, WHICH MUST BE COMMERCIALY USEFUL TO THE SCOPE OF SERVICES OF THE RFP.

IS THIS A CERTIFIED FIRM? _____ Yes _____ No
(Include a copy of the current certification with your response)

CHECK WHICH TYPE OF FIRM: MBE, WBE, EBE, DBE, SBA-8A OR OTHER _____

DOLLAR AMOUNT OF HUB PARTICIPATION: \$ _____

PERCENT OF BID: _____ % Total HUB participation must be equal or greater than _____ %

1. List the name, address, telephone number for the contact person of all HUB firms contacted to meet the HUB goals, excluding those listed above.
2. Please indicate any problems you had in meeting the HUB requirement for this RFP. Did you contact CCS during preparation of this RFP?

The undersigned acknowledges that the HUB participation percentages are mandatory and failure to comply with them will render this bid response invalid and any contract made pursuant to it void.

This proposal is submitted by: _____
(Name of Proposer's Firm)

(Street Address) (City, State and Zip Code)

At Milwaukee, Wisconsin, this _____ day of _____ 2015

If a corporation, also answer the following:
Incorporated under the laws of which state? _____

AFFIX YOUR CORPORATE SEAL HERE: 

If you are incorporated outside of Wisconsin, are you licensed to do business in Wisconsin? _____

Print or type the name of the authorized signer:

Proposer's Signature and Title:



SCHEDULE H1-A Student Employment Commitment

Project/Contractor Information

CONTRACTOR COMPANY NAME MPS SITE MPS PROJECT

Name of Employment Liaison Contact

CONTACT PERSON PHONE FAX E-MAIL

Number of required hours: _____

Options

Place an "X" below to indicate how you plan to fulfill your student employment requirement.

- ALTERNATIVE PLACEMENT SITE AFTER SCHOOL SUMMER YOUTH APPRENTICESHIP OTHER

Employment Plan – Use additional pages if necessary. Plan must meet hours required.

From _____ to _____

Table with 2 rows: List month, Number of employment hours

Provide a detailed description of your employment plan for this project.

Horizontal lines for detailed description

I hereby declare and affirm that I, _____ am a duly authorized representative of _____ located in _____

and that I have personally reviewed the material and facts describing our proposal regarding student employment. I agree to provide an employment partnership experience for the MPS student. (HIC is required to be submitted as well). If a contractor is non-compliant, MPS may impose one or more identified sanctions, and require proof of corrective action by the contractor.

SIGNATURE OF AUTHORIZED COMPANY OFFICER TITLE DATE SIGNATURE OF CCS REPRESENTATIVE TITLE DATE



SCHEDULE H1-B

Student Career Awareness/Education Plan/Commitment

Project/Contractor Information

_____	_____	_____
CONTRACTOR COMPANY NAME	MPS SITE/PROJECT NAME	NUMBER OF REQUIRED HOURS

Name of Education Liaison Contact

_____	_____	_____	_____
CONTACT PERSON	PHONE	FAX	E-MAIL

Place an "X" below to indicate how you plan to fulfill your career awareness/education requirement. This is a ten (10) hr. requirement unless otherwise listed in the project specifications. Preparation time of two (2) hours is allowed. Career awareness/education hours are counted by company, not by number of presenters. Interviews with students for fulfillment of student employment requirements and conversations with CCS personnel are not counted toward education activities.

- Classroom skill development/project activity
- Student group tours/observations – job site
- Contractor provided option (Please provide description.) _____
- Career-based learning & online career coach mentoring
- Classroom presentation/demonstration

Provide a detailed description of your career awareness/education plans for this project.

I hereby declare and affirm that I, _____
 am a duly authorized representative of _____
 located in _____
 STATE COUNTY CITY

and that I have personally reviewed the material and facts describing our proposal regarding student career awareness/education. I agree to provide the experience(s) contained herein. If a contractor is non-compliant, MPS may impose one or more identified sanctions, and require proof of corrective action by the contractor.

_____	_____	_____
SIGNATURE OF AUTHORIZED COMPANY OFFICER	TITLE	DATE
_____	_____	_____
SIGNATURE OF CCS REPRESENTATIVE	TITLE	DATE



Schedule H1-C
Alternative Placement Request
Student Employment

Please submit the following form identifying your election for Alternative Placement. The Office of Contract Compliance Services is the sole approver for alternative placement and will assist with referrals of available sites.

Alternative Placement is available to MPS Contractors/Vendors with justified limitations which prevent actual student employment participation within their place of employment. Additionally, a company representative will be required to perform 2 alternative placement site visits for the duration of the project or per 12 month contract period (where applicable). "Alternative Placement" is defined as a work site other than that of the MPS Contractor/Vendor's worksite, identified as appropriate for work experience with MPS students in order to meet MPS Contractor/Vendor's Student Employment obligations under the DFMS Participation Plan for Contractors or MPS Professional Services Contract. Justifications for Alternative Placement include the following: company age restrictions, work-site capacity limitations and location limitations.

In limited circumstances, when the Contractor's place of employment is beyond the transportation resources available to students or when certain project circumstances exist that prevent student employment at the job site, the Contractor may subcontract with a third party who is currently providing services that were originally agreed upon between MPS and the Contractor for an "alternative placement" of students. In such cases, the contractor maintains responsibility for the student's work site and wages as well as ensuring a reasonably safe and meaningful work experience. Under this arrangement the contractor will be the "statutory employer" for all insurance purposes, including, but not limited to worker's compensation purposes, and is hereinafter referred to as "Contractor/Statutory Employer." The placement is hereinafter referred to as "Alternative Placement" or "Alternative Placement Site." The Contractor/Statutory Employer understands and agrees that financial responsibility for claims or damages to students/employees, shall rest with Contractor/ Statutory Employer. Contractor/ Statutory Employer shall effect and maintain any insurance coverage, including but not limited to, Workers' Compensation, Employers' Liability and Commercial General Liability.

A company representative will be required to perform 2 alternative placement site visits for the duration of the project or per 12 month contract period (where applicable). Each company must provide MPS with documentation of the alternative placement site visit and verification of site safety.

Project/Contractor Information

Form with fields for CONTRACTOR COMPANY NAME, MPS PROJECT NAME, BID/RFP NUMBER, CONTACT PERSON, PRIMARY PHONE, and E-MAIL.

Number of required project hours: _____

ALTERNATIVE PLACEMENT SITE ELECTION

Place an "X" below to indicate if you plan to fulfill your student employment requirement through an alternative placement site.

- Yes, I am requesting alternative placement.
No, I plan to employ the student employee within my organization.

Please list below justification for student employment request.

Four horizontal lines for providing justification for student employment request.

TO BE COMPLETED BY CONTRACTOR/VENDOR:

I hereby declare and affirm that [_____] is in agreement with the conditions for utilizing an
INSERT COMPANY NAME

Alternative Placement Site and that our company meets the standards for which an accommodation is granted. I also understand that it will be the responsibility of our company representative to complete the required site visits and report to MPS CCS a student status report which will contain signatures from the identified MPS alternative placement site liaison. I also agree to pay the student worker, at minimum, the City of Milwaukee's Living Wage Rate.

SIGNATURE OF AUTHORIZED COMPANY OFFICER

TITLE

DATE

SIGNATURE OF CCS REPRESENTATIVE

TITLE

DATE