

Request for Proposal Voice over IP (VoIP)



Contact:
Mr. Edward McMullen
Director
Purchasing Department

Date Issued: November 23, 2010

Proposers Conference: 4:00PM CST December 8, 2010

Return Date: 12:00PM CST December 22, 2010

Return To: Department of Purchasing
Birmingham Board of Education
2015 Park Place, North
Birmingham, AL 35203
205-231-4885

Method of Return: U.S. Mail, Private Mail Service Carriers,
or Personal Delivery to Above Location
Only

Table of Contents

1.0	General Requirements	3
1.1	Objectives	3
1.2	Background	3
1.3	Communication	3
1.4	Submission	4
1.5	Timetable	4
1.6	Site Walkthroughs and Vendor Conference	5
1.7	E-Rate	5
1.8	Conditions	6
1.8.1	General conditions	6
1.8.2	Interpretation of RFP	7
1.8.3	Proposal Effective Period	7
1.8.4	Proposers' Questions	7
1.8.5	Presentations	8
1.8.6	Prime Proposer	8
1.8.7	Terms	8
1.8.8	Insurance	9
1.8.9	Identification	9
1.8.10	Information	9
1.9	Evaluation	10
1.9.1	Eligibility	10
1.9.2	Process	10
1.9.3	Rubric	11
1.10	Award	12
1.10.1	Process	12
1.10.2	Award or Rejection of Proposer Proposals	12
1.10.3	Funding Termination or Cancellation	13
1.11	Requirements	13
1.11.1	Minimum Eligibility	13
1.11.2	Defense and Indemnification	14
1.11.3	Compliance with Laws	14

1.11.4 Sub-Proposers.....	14
1.11.5 Non-Collusive Bidding Certification	15
2.0 Response Requirements	17
2.1 Content	17
2.1.1 Executive Summary.....	17
2.1.2 Table of Contents	18
2.1.3 Proposer Qualifications	18
2.1.4 Solution Qualifications	19
2.1.5 Exceptions to RFP.....	20
2.1.6 Conflicts of Interest.....	20
2.1.7 Pricing Information (separately sealed document)	20
2.2 Pricing Information	20
3.0 Technical Requirements	22
3.1 Existing Conditions	22
3.1.1 Current Phone System	22
3.1.2 Current Wide Area Network.....	22
3.1.3 Current Local Area Network	22
3.2 Functional and Technical Specifications.....	22
3.2.1 System Features	23
3.2.2 End User System Features	24
3.2.3 System Administrative Features.....	25
3.2.4 Station Features	25
3.2.5 Remote Management of Phone Equipment	27
3.2.6 Voicemail System Functions	27
Attachment A - Existing System.....	28
Attachment B – Required Notifications and Forms	30

Note:

Receipt of this document does not convey ownership of the information herein nor the authority to use the information outside the scope of this project. This document may not be reproduced nor may any part of the information be used for any other purpose.

1.0 General Requirements

1.1 Objectives

- A. The objective of this RFP is to converge all voice traffic with data traffic over the existing and future Wide Area Network (WAN) infrastructure.
- B. The District currently provides voice connectivity at each of the 56 facilities by utilizing district owned Nortel PBX Option 11c's that are connected to the Public Switched Telephone Network (PSTN) via T1 PRI's with DID/DOD.
- C. Voice calls between district facilities are not routed over the PSTN, but rather are routed to the District Owned Nortel PBX Option 81 over the point to point T-1 Data Network.
- D. It is anticipated that a fully converged Voice and Data Network will save the district considerable funds by reducing both operating and maintenance and support costs.
- E. Birmingham City Schools is the fourth largest urban school district in Alabama. There are approximately 27,525 students in the district, attending 57 K-12 schools. The district encompasses an area of approximately 120 square miles and owns over 65 facilities. Birmingham city Schools employs more than 3300 employees.
- F. For more information on the District, please visit the District's web site at www.bhm.k12.al.us.
- G. Contracts will be negotiated for an initial term of one (1) year with two (2) additional one (1) year options for renewal for a total contract term of up to three (3) years.

1.2 Background

- A. Birmingham City Schools is the fourth largest urban school district in Alabama. There are approximately 27,525 students in the district, attending 57 K-12 schools. The district encompasses an area of approximately 120 square miles and owns over 65 facilities. Birmingham City Schools employs more than 3300 employees.
- B. For more information on the District, please visit the District's web site at www.bhm.k12.al.us.

1.3 Communication

- A. Communication regarding the RFP should be referred to the contact below:

Mr. Edward McMullen, Director, Purchasing

Birmingham City Schools
Department of Purchasing – Room 202
Birmingham Board of Education
2015 Park Place, North
Birmingham, AL 35203
205-231-4885

emcmullen@bhamcityschools.org

- B. Submit questions in writing via email to emcmullen@bhamcityschools.org. Answers will be posted by addendum before the RFP deadline to the district web site at <http://tinyurl.com/BCSERATE>. Proposers are responsible for downloading and reviewing all addendums posted at this website.

1.4 Submission

- A. Proposals must be received in the Purchasing Department no later than noon (Central Standard Time), December 22, 2010.
- B. Proposers must submit one signed original Proposal response. A set consists of the technical response and the pricing response in separately sealed and clearly labeled envelopes. Original must be clearly marked as "Original". Eight (8) copies must also be submitted, clearly marked "Copy Number X of 8", with technical and cost proposals separate and where "X" is the copy set sequence number and each is in its own binder.
- C. In addition to the original and 8 hard copy proposal sets; the Proposer must submit 8 electronic versions in their entirety in either a PDF or Microsoft Word Format either on CD, DVD or USB Memory Stick.
- D. Although an electronic version of this document will be made available to each Proposer in preparing Proposals, the Proposal must be submitted in hard copy to:

Purchasing Department
ATTN: Mr. Edward McMullen, Director of Purchasing

Birmingham City Schools
Department of Purchasing – Room 202
Birmingham Board of Education
2015 Park Place, North
Birmingham, AL 35203
205-231-4885

The package shall be marked "SEALED VoIP RESPONSE -TO BE OPENED BY ADDRESSEE ONLY. – December 22, 2010". Please ensure your firm's name is included on the outside of the package. If you are using a commercial delivery company that requires you to use their shipping package or envelope, your Proposal should be placed within a second sealed package labeled as detailed above. This will ensure your Proposal is not prematurely opened.

- E. Nothing herein is intended to exclude any responsible Proposer, his/her service or in any way restrain or restrict competition. On the contrary, all responsible Proposers are encouraged to submit a proposal and their proposals are solicited.

1.5 Timetable

The following timeline is subject to change by the District.

Event	Time and Date
RFP release date	November 23, 2010
Non-Mandatory Proposers' Conference	December 8, 2010 – 4:00PM CST
Site Walkthroughs (at proposer discretion)	December 9, 2010 – 10:00AM CST
Questions Due	December 10, 2010 – noon CST
Answers to Questions posted via Addendum	December 14, 2010
Proposals due	December 22, 2010 – noon CST
Evaluation complete	January 5, 2011
Anticipated Commencement of Services	July 1, 2011

1.6 Site Walkthroughs and Vendor Conference

- A. There is a vendor conference scheduled in Wednesday December 8, 2010. Vendors are not required to attend the vendor conference but are encouraged to attend. The vendor conference will start at 4:00PM (CST) and complete at 5:00PM (CST). The conference will be located in the Board Auditorium within the Birmingham Board of Education Building on 2015 Park Place North.
- B. There are site walkthroughs scheduled on Thursday December 9, 2010. Vendors are not required to attend the site walkthroughs. The Walkthroughs will begin promptly at 10:00AM CST in front of the Phillips Academy located at 2316 Seventh Avenue North, Birmingham, AL 35203.
- C. Please note that due to time constraints and coordination issues with both the Security Department as well as School Principals, the scheduled Site Visits will be the only opportunity for vendors to walkthrough and conduct site visits.

1.7 E-Rate

- A. The Federal Communications Commission (FCC) adopted rules on May 7, 1997, implementing section 254 of the Telecommunications Act of 1996 that provides telecommunication discounts for K-12 schools and public libraries. The rules were incorporated into the FCC's Universal Service Order (CC Docket No, 96-45). The Order ensures that all eligible schools and libraries have affordable access to modem telecommunication services, internal connection, and the Internet. This Universal Service discount program is popularly known as the "E-rate." in the school and library communities. See <http://www.sl.universalservice.org> for more information about the program.
- B. Under the Universal Service program, Birmingham schools are eligible for 40%-90% discounts on Internet services, telecommunications services, and internal network infrastructure and on the maintenance of all E-rate eligible items. To be eligible the District must have an approved technology plan and use a competitive process for obtaining the goods and services. In addition, the District must follow procedures required by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which oversees implementation of the

Universal Service provisions of the Telecommunications Act of 1996. As required by the E-rate program, price will be the largest, but not sole, consideration.

- C. It is anticipated that some goods or services obtained under this procurement may be eligible for the E-rate discounts, and the District intends to apply for such discounts. Under the program, providers receive the full amount they contract for, however payment for the eligible goods and services is split between the District and the Universal Service Fund (USF). Contractors who wish to respond to this RFP must:
- apply for Service Provider Identification Number and provide it with the bid proposal. Call the Schools and Libraries Division at 888-203-8100 for additional information
 - agree that the District's portion of the contract is subject to the availability of the discount to the District schools on a year by year basis.
 - agree to invoice the Schools and Libraries Corporation for the discount amount using the SLD-approved forms and procedures.
 - agree to invoice the District only for the after-discount amount.
 - agree to assist the District in resolving any administrative issues that arise from the USF program.
 - agree that the contract may be canceled, at the District's option, if the District does not receive the anticipated discounts.
- D. The Contractor shall refer to the Eligible Services List (FCC Docket No. 96-45) at the Schools and Libraries' website at www.sl.universalservice.org. The Contractor is responsible for ensuring that all submissions are on the Eligible Services List, or if not, are so noted and priced separately.
- E. Contractor invoices must separate ineligible USF services and equipment from eligible USF services and equipment. Start and completion dates are required with each invoice.

1.8 Conditions

1.8.1 General conditions

- a. The District reserves the right to waive informalities in the proposals submitted and waive minor discrepancies in the proposal process.
- b. The District may make inquiries necessary to determine the qualifications and integrity of any Proposer. Evidence may be requested to verify financial stability, performance on projects of a similar nature, performance with Proposers and subcontractors, performance in a timely manner or to verify personnel, certifications, qualifications, capabilities, equipment and facilities.
- c. Those entities providing costs for material and service to the Proposers shall be qualified to do so as defined in this RFP. The District may reject proposed subcontractors when it cannot be demonstrated that they are qualified to accomplish the work.
- d. Proposers are encouraged to propose additions or enhancements to the services, features or other requirements of this RFP or any awarded contract. These additions, improvements or enhancements may be proposed to save money, to improve performance or for any other purpose which presents a service advantage to the District. As part of the proposed changes,

submit a complete proposal for evaluation. Those proposed service additions or enhancements that are acceptable will be processed as modifications to the contract or as new contracts as appropriate.

- e. The District will not be liable for proposal preparation costs or any delay in acting upon proposals. Proposers may withdraw, in whole or in part, any proposal not accepted within the period specified in the proposal.
- f. Except for existing equipment, brand names should be read as "or equivalent".

1.8.2 Interpretation of RFP

- a. Carefully examine the Request for Proposal requirements, specifications and conditions and fully understand the goods, services or systems required.
- b. If any Proposer finds discrepancies or omissions in this RFP, or is in doubt as to the meaning of a particular requirement, submit notifications and questions in writing or via e-mail for interpretation, correction or clarification.
- c. Any change required in the RFP will be posted by addendum before the RFP deadline to the district website located at <http://tinyurl.com/BCSERATE>. Proposers are responsible for downloading and reviewing all addendums posted at this website.
- d. The apparent silence of this RFP and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
- e. The District reserve the right to ask questions of a clarifying nature once proposals have been opened, interview any or all proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted.
- f. Before submitting their proposal, each Proposer is required to carefully examine the request for proposal specifications and requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this request. Failure of the Proposer to familiarize themselves with the proposal will in no way relieve them of any of the obligations and responsibilities which are a part of the request for proposal.

1.8.3 Proposal Effective Period

Proposals remain in full effect for at least 120 days after the closing date for the RFP responses.

1.8.4 Proposers' Questions

Questions concerning any condition or requirement of this RFP must be received on or before the designated date and time. Questions must be submitted in writing. Questions will be answered in communication to all proposers as an Addendum. Any information given by any party of the District that is not written as an addendum is not binding. Only the information provided in this RFP or its Addenda shall be considered by proposers in their proposal.

1.8.5 Presentations

Proposers who submit a proposal may be asked to make a presentation or demonstration of their proposal products or services to the Selection Committee. Presentations provide an opportunity for the Proposer to clarify their proposal and demonstrate the proposed products or services to ensure a thorough and mutual understanding of the work.

1.8.6 Prime Proposer

In the event that multiple proposers submit a joint proposal for any one or more of these areas, identify a single proposer as the Prime Proposer in each area. The Prime Proposer is responsible for administering the overall project and coordinating and monitoring plans and schedules, maintaining the project budget and status information, administering necessary changes, presiding over project meetings and overseeing the preparation of reports and presentations.

1.8.7 Terms

- a. Quotations of price and schedule in this RFP remain in effect for 120 days after opening of the proposal.
- b. Payment schedule will be negotiated and attached as an addendum to the negotiated contract prior to signing the contract.
- c. When a contract is awarded to a Proposer, it shall be signed within seven days by the proposer firm after approval for signing by the District.
- d. At contract signing, the proposing firm will furnish a Performance and Payment Bond with good and sufficient sureties, satisfactory to the District, in the amount of 100% of the accepted proposal, in force for the life of the project. The Proposer further agrees that in the event of the Proposer's default or breach of contract the bond shall be forfeited as liquidated damages.
- e. The District reserves the right to narrow the scope of the project from this document at any time prior to signing the contract.
- f. The District reserves the rights to supplement, amend or otherwise modify this RFP at any time prior to the selection of a proposer. The District also reserves the right to accept or reject at any time prior to execution of a contract in connection with this RFP, any or all proposals, or any part of any proposal submitted in response to this RFP, and to waive any defect or technicality and to advertise for new proposals where the acceptance, rejection, waiver or advertisement would be in the best interest of the District. A proposal that is incomplete, obscure, conditional, unbalanced or which contains irregularities, including alterations or erasures, may be rejected. Any proposal that fails to comply with any of the mandatory requirements of this RFP will be rejected.
- g. If it is in the best interest of the District, the District reserves the right to withdraw this RFP at any time prior to the time and date specified for the proposal opening.
- h. In order to protect the integrity of the Contracting process, proposals will not be disclosed until after award and signing of the Contract. To the extent the law allows, the District will not disclose bids to other Proposers before a Contract is signed. This will ensure fair competition without undue advantage to any Proposer leading to private gain and public loss. The bids shall be

deemed public records, excepting those portions, which have been designated by law as proprietary.

- i. Response to a request to view or copy a bid shall be according to public disclosure procedure. If any information is marked as proprietary or confidential in the proposal, such information shall not be made available without giving the submitting Proposer an opportunity to seek a court order to prevent such disclosure.
- j. Proposers shall hold the district harmless pursuant to security and protection of information marked proprietary or confidential.
- k. Contracts will be negotiated for an initial term of one (1) year with two (2) additional one (1) year options for renewal for a total contract term of up to three (3) years.

1.8.8 Insurance

- a. Proof of the following insurance will be furnished by any awardee to the District by Certificate of Insurance within 15 days of notification of award. Such certificate must contain a provision for notification to the District 30 days in advance of any material change in coverage or cancellation. The District shall be named as an additional insured under the General Liability policy. The insurance information must be submitted on an insurance carrier's Certificate of Insurance.
 - General Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
 - Professional Liability insurance with limits of not less than \$1,000,000 per occurrence.
 - Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this RFP, with bodily injury limits of liability of not less than \$1,000,000 per person; and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000.
 - Worker's Compensation in accordance with statutory limits and Employer's Liability Insurance.

The insurance policies shall be issued by companies qualified to do business in the state. The insurance companies must be rated at least A- VI by AM Best or AA3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

1.8.9 Identification

- a. A photo identification badge is required for all workers and contractors other than those making deliveries. A contractor shall be required to have all its employees, sub-contractors or agents who will be entering onto District property as a result of this award wear, while on District property, a photo identification badge issued by the District or other similar badge and identification as deemed acceptable by the District.

1.8.10 Information

- a. **RFP Revision:** If it is necessary to revise any part of this RFP, an addendum will be posted before the RFP deadline to the District Website located at <http://tinyurl.com/BCSERATE>

- b. **Evaluation:** Proposals will be evaluated by an evaluation team consisting of independent evaluators and BCS employees. The evaluation team will present their independent evaluation results using a standard scoring rubric which will be compiled and presented to the district Executive Committee. The Executive Committee will review the independent scoring review results and recommend the final Proposer to the Board of Education who will authorize the District to negotiate the final contract.
- c. **Oral Presentations:** Proposers who submit a proposal may be asked to make an oral presentation or demonstration of their proposal products or services to the evaluation team or Executive Committee. Presentations provide an opportunity for the Proposer to clarify its proposal and demonstrate its proposed products or services to ensure a thorough and mutual understanding of the project.
- d. **Final Approval:** The final award of this proposal is contingent upon the approval of the Board of Education.
- e. **Proposer Notification:** Proposers responding to the original RFP will be notified of their selection following contract award by the Board of Education. All proposers who are not awarded the contract will be notified by the district following the contract award by the Board of Education.
- f. **Reservation of Rights:** The District reserves the rights to supplement, amend or otherwise modify this RFP at any time prior to the selection of a proposer, and to enter into contract negotiations. The District also reserves the right to accept or reject at any time prior to District's execution of a contract in connection with this RFP, any or all proposals, or any part of any proposal submitted in response to this RFP, and to waive any defect or technicality and to advertise for new proposals where the acceptance, rejection, waiver or advertisement would be in the best interest of the District. A proposal that is incomplete, obscure, conditional, unbalanced or which contains irregularities of any kind, including alterations or erasures, may be rejected. Any proposal that fails to comply with any of the mandatory requirements of this RFP may be rejected.
- g. **Advertising:** News releases including, but not limited to, commercial advertising, pertaining to this project may not be made without prior written approval from the district.

1.9 Evaluation

1.9.1 Eligibility

To be considered for award and to be further evaluated, proposer must meet or exceed the minimum eligibility criteria. Failure to comply with Minimum Eligibility Requirements will disqualify the proposal and will suspend further consideration of the RFP Response.

1.9.2 Process

- a. The RFP evaluation process will be conducted in sequential Steps.

Step 1: Minimum Eligibility Each proposal will be evaluated to determine if the proposal meets the specified requirements of the RFP. Proposals that fail to meet the minimum requirements will not be evaluated nor considered for contract award.

- b. Proposals that meet the minimum requirements of Step 1 will be evaluated in three additional steps.

Step 2: Proposer Evaluation This step evaluates the strengths of the proposers submitting the proposal. An evaluation team will score the proposals on the basis of Proposer Qualifications as specified and requested.

Step 3: Solution Evaluation This step evaluates the strengths of the solutions submitted in the proposal. An evaluation team will score the proposals on the basis of Solution Qualifications as specified and requested and the quality, functionality and added value propositions included in the solutions that are proposed.

Step 4: Financial Evaluation The evaluation team will assign point values to the cost and pricing strategy provided in the proposal. This step evaluates the prices submitted for required goods and services and the added value propositions for funding and pricing.

- c. Proposals will be evaluated by a team consisting of District representatives and/or their advisors. The scores earned by each proposer for each step will be combined and the compiled results will be presented to an Executive Selection Committee. The Executive Selection Committee will evaluate the compiled results and make a recommendation to the Board of Education to award to a proposer on the basis of highest combined score.

1.9.3 Rubric

Proposals will be scored according to a rubric with qualities of the three primary proposal sections weighted as indicated in the following table.

Response to Section:	Possible Points	Effective Weight
Minimum Eligibility <i>Proposer must meet minimum requirements for further consideration</i>	--	--
Proposer Qualifications	300	30%
Solution Qualifications	300	30%
Pricing Qualification(Non-Eligible Services):	50	5%
Pricing Qualification (E-rate Eligible Services):	350	35%
Totals	1000	100%

1.10 Award

1.10.1 Process

- a. The District intends to make awards only to Proposers that have complied with the terms, conditions and requirements of the overall RFP. The award will be based on the combined scores for proposals as outlined in Evaluation Process.
- b. Based upon the results of the evaluation, the District, at its sole discretion, may: recommend award to the top ranked proposer; may recommend award to more than one top ranked proposer; may short list the top ranked proposers for further consideration; or, may reject all proposals received.
- c. In the event that the District chooses to short list proposers, the list of short listed proposers may be further considered by the District. The District may interview the short listed proposers in order to make a recommendation for award. During the interview process, no submissions made after the proposal due date, amending or supplementing the proposal shall be considered.
- d. The Executive Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If the Executive Committee cannot reach a mutually beneficial agreement with the first selected proposer, the Executive Committee reserves the right not to award or to enter into negotiations with the next highest ranked proposer and continue this process until an agreement is reached.

1.10.2 Award or Rejection of Proposer Proposals

- a. Final award will be made to the Proposer offering the solution deemed to be in the best advantage to the District. The District will be the sole judge in making such determination. The District reserves the right to reject any or all proposals. Incomplete or unresponsive statements in connection with a proposal may be sufficient cause for its rejection. Proposals may be excluded from consideration for failure to comply with the specifications of this RFP. Although cost is the primary evaluation factor, it will not be the sole factor considered. The decision as to the acceptance of any proposal under this contract is final.
- b. Proposals will be evaluated by an evaluation team. The results will be presented to the Executive Committee. The Executive Committee will review results and recommend the final Proposer to the Board of Education who will engage the contract. Award of this proposal is contingent upon the approval of the Board of Education.
- c. Selection of a successful proposal is not the end of the contractual process; further negotiation over the contract terms and conditions will be necessary, which, in and of itself, could change the Proposer of choice.
- d. Final award will be made to the Proposer or Proposers proposing solutions deemed to be to the greatest advantage of the District. The District and their representative will be the sole judge in this matter. The District reserves the right to reject any or all proposals. Cost is a major concern but not the sole factor for consideration. The decision to accept or reject any proposal is final.

1.10.3 Funding Termination or Cancellation

- a. Continuation of any agreement between Birmingham City Schools and awardee beyond a fiscal year is contingent upon appropriation of funds for the purpose of this proposal and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidation of damages shall accrue Birmingham City Schools as a result.
- b. Birmingham City Schools may terminate all or any part of a subsequent award by giving notice of default to awardee. If the awardee: (1) refuses or fails to deliver goods or services within the time specified; (2) fails to comply with any provisions of this RFP or so fails to make progress as to performances, hereunder, or (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the school district's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination.
- c. Birmingham City Schools may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the school district's sole obligations will be to reimburse Proposer for: (1) those goods or services actually shipped/performed and accepted up to the date of termination; and (2) cost incurred by Proposer for unfinished goods, which are specifically manufactured for the school district and which are not standard products of the Proposer as of the date of termination. In no event will the school district be responsible for loss of neither anticipated profit nor will reimbursement exceed the RFP value.

1.11 Requirements

1.11.1 Minimum Eligibility

It is necessary for each proposer to include a written statement that they understand and meet the minimum eligibility requirements as a part of the proposal, including specific information as necessary to demonstrate satisfaction of each requirement.

1. Proposer delivers a proposal organized according to the RFP and has addressed each requirement completely. Where requested has include descriptive information, technical literature and drawings that are sufficient in detail and organized to demonstrate compliance with request or technical specifications and has provided complete pricing as requested.
2. Proposer must include a non-collusive bidding certification with proposal.
3. Proposer is licensed to do business in the State of Alabama, is in good standing with federal, state and municipal jurisdictions to conduct business with the District.
4. Proposer is able to provide proposed goods and services throughout the District.
5. Proposer agrees with and returns all required notifications and forms included as Appendix B.
6. Proposer has presently, or will have at the time of implementation, the professionals, technicians and supporting staff necessary to deliver the proposed goods, services and systems.

7. Schools and Libraries Division Service Provider Identification Number: Provide a valid SPIN number for participation in the E-Rate program. By ascribing a SPIN, proposer certifies that it has a comprehensive understanding of the E-Rate program and by submitting a proposal certifies this understanding and agreement to comply with all requirements of the program.
8. Provide a copy of the E-Rate Service Provider Annual Certification Form 473 as distributed by the Schools and Libraries Division, as it was completed by the proposer and submitted to Schools and Libraries Division.
9. The proposer is fully capable of delivering a solution inclusive of all required services described herein as a part of their proposed solution.
10. Agrees if successful to enter into a contract with BCS with the condition of subject to E-rate funds.
11. Has been in business and provided services for a minimum of three (3) years.
12. Has a minimum of two (2) reference K12 Educational accounts with a solution similar in design and scope.

1.11.2 Defense and Indemnification

Proposer shall, without delay, make good any claim for damage, injury or loss caused by the Proposer's equipment or personnel in the performance of work of this contract. Proposer holds the District harmless and indemnifies the District from expenses, liability or payment arising from injury or death to person or persons or damage to property in which work is accomplished arising from an act of intent, negligence or omission of the Proposer or other party directly or indirectly contracted or employed by the Proposer or who is acting under the Proposer's supervision in accomplishing the work of this contract.

1.11.3 Compliance with Laws

Services furnished in this contract must comply with applicable federal, state and local laws, codes and regulations. Proposer agrees that agreements resulting from this proposal will be governed by the laws of the State of Alabama, and the venue of any legal action will be Jefferson County, Alabama.

1.11.4 Sub-Proposers

- a. At the award of contract, the District will determine the acceptability of proposed Sub-proposers. If, by using the same criterion as for Proposer, the District determines that a proposed Sub-proposer is not acceptable, the Proposer shall propose a substitute Sub-proposer that is acceptable to the District. Proposer shall make no substitution for Sub-proposer unless approved in writing by the District.
- b. The District's approval of a Sub-proposer does not relieve the Proposer of responsibilities, duties and liabilities under the contract. The Proposer remains responsible to the District for the acts or faults of any Sub-proposer and their employees.

- c. The Proposer shall require each Sub-proposer to be bound to the District and the Proposer by the terms of this contract in full. Such agreement shall preserve and protect the rights of the District with respect to the work performed by the Sub-proposer. If requested by the District, the Proposer shall provide a copy of the contract between the Proposer and Sub-proposer for review.

1.11.5 Non-Collusive Bidding Certification

To be responsive, Proposer must indicate a willingness to enter into an agreement by signing the Non-Collusive Bidding Certification form that follows and including the authorized form in their proposal. Failure to sign this form may result in disqualification.

Non-Collusive Bidding Certification

By submission of this bid, each responder and each person signing on behalf of any responder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other responder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the responder and will not knowingly be disclosed by the responder prior to opening, directly or indirectly, to any other responder or to any competitor; and
- (3) No attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the responder cannot make the foregoing certification, the responder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a responder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of this certification.

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate responder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law and where such bid contains the certification referred to in paragraph one, shall be deemed to have been authorized by the board of directors of the responder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

by

 *legal name of firm or corporation

 authorized signature

 address

 printed name of authorized signature/title

 city, state, zip code

 telephone/date

*Indicate the complete legal name of your firm or corporation. Do not abbreviate. If a corporation, use name as it appears on corporate seal.

2.0 Response Requirements

2.1 Content

- A. Present proposal in a single 3-ring binder divided into sections by tab index sheets. Attachments not included in the binder should be clearly labeled and tied to the proposal. The proposal should be as clear, complete and consistent.
- B. Present factual assumptions used to develop the proposal. Offering to meet the requirements of the RFP or reference to the RFP will be considered incomplete. Each representation of fact or future performance will be incorporated into the contract as a warranty by the respondent. Selection of a successful proposal is not the end of the contractual process; further negotiation over the contract terms and conditions will be necessary, which, in and of itself, could change the Vendor of choice.
- C. The proposal should be separated by Tabs identifying each Section. Sections include, and are clarified within:

Tab 1	Executive Summary
Tab 2	Table of Contents
Tab 3	Proposer Qualifications
Tab 4	Solutions Qualifications
Tab 5	Exceptions and Conflicts of Interest
Tab 6	Required Forms – Non Disclosure Form, Minority Participation Form, Copy of Form 473
Separate Sealed Envelope	Pricing Information

2.1.1 Executive Summary

- a. Include an abstract, stating the proposer’s understanding of the nature and scope of the goods and services required and a brief demonstration of the capability to comply with all terms and conditions of this RFP. Include the company name and address and the name, address and telephone number of the person acting as the contact for matters concerning the proposal and the person who will be authorized to make legal representations. Indicate whether the proposer is an individual, partnership or corporation. The letter is to be signed by an officer or agent of the proposer who is authorized to legally bind the Vendor.

2.1.2 Table of Contents

- a. The Table of Contents and proposal will conform to the order, headings and sub-headings of this RFP as appropriate.

2.1.3 Proposer Qualifications

- a. Include the following proposer Information:
 - Company name, parent company name
 - Address, city, state and zip of business offices
 - Accounts receivable contact name, title, phone, email, address, city, state and zip
 - Account executive name, title, phone, email, address, city, state and zip
 - Primary project contact name, title, phone, email, address, city, state and zip
 - Federal Tax ID number
 - E-Rate SPIN number
 - Include of Dun & Bradstreet's Comprehensive Report on the company issued within the last 12 months.
- b. Include the following descriptive information:
 - State the nature and scope of the business
 - Length of time the company been licensed to do business in the state
 - Size of the organization
 - A brief organizational chart showing the positions that will be involved with this project
 - State the business philosophy and mission statement
 - State the approach to knowledge acquisition and evaluation of new technologies. Indicate what procedures are in place to maintain the base of knowledge in the firm
 - State whether the organization pursues business on a national, regional or local scale
 - Demonstrate an ongoing commitment to customers. State approximately how many K-12 or public-sector clients that are served
 - Briefly describe the three most similar contracts, preferably K-12 educational or other governmental agencies, or related engagements that proposer is currently engaged in or has completed within the past two years. Provide for each reference the customer name, contact name, title, telephone number and contract dates.

- c. Proposer Qualifications should also include all items described in Section 3 Technical Requirements that are listed in the following table:

Proposer Qualification Category	Summary
Implementation Plan	Please include a realistic Implementation Plan to include a complete depiction of coordination of system upgrade and transition. Should address how to work with the PSTN on numbering plan and service installation and upgrade.
Training and Marketing	Please include a description of training process and materials to be developed for both the support staff as well as the end users.
Maintenance and Support	Please describe the maintenance and support procedures for proposed solution .
Service Level Agreement	Please provide a Service Level Agreement (SLA) for supporting the system for both the first three years as well as the maintenance to begin in Year 4 of the contract.

- d. The evaluation process will award the highest point levels to responses that most definitively and completely describe the following aspects of the proposed service delivery.

2.1.4 Solution Qualifications

- a. The goods, services and systems requested in this RFP have a unique combination of requirements, technical specifications and special conditions, and may require a design solution as part of the evaluation criteria within the Solution Qualifications. Structure the responses in such a way that the response completely and clearly addresses all requirements, specifications and conditions.
- b. Submit technical product literature for each system, solution, goods or service offered. Technical literature shall have sufficient detail to indicate whether there is compliance with the specifications for the respective systems, services and/or solutions offered. Failure to include descriptive technical literature in sufficient detail to verify compliance with Group requirements for Solution Qualifications may result in disqualification and suspension of further consideration of proposal.

- c. Solutions Qualification Section should also include all items described in Section 3 Technical Requirements that are listed in the following table:

Solution Qualification Category	Summary
Systems Architecture	Please provide an overall description of system architecture proposed. Include diagrams of solution and how solution will be configured with the District WAN and LAN.
System Features	Describe the System Features of the proposed Solution. Include how proposed solution meets the requirements of Section 3.
System Administrative Management	Describe the Administrative Management Features of the solution as identified in Section 3.1.5
User Access	Describe how the solution meets the requirements of Section 3.1.6 User Access.
Backup Software Support	Describe the Backup and Restore Procedures of the solution.

2.1.5 Exceptions to RFP

- a. Note any exceptions to the requirements and conditions where applicable. If exceptions are not noted, the district assumes that the Vendor’s proposals meet stated requirement and any discovered deviation will result in disqualification of the proposal.

2.1.6 Conflicts of Interest

- a. Address the potential, if any, for conflict of interest. Comply with federal, state and local laws, statutes and regulations, in particular, those addressing conflict of interest. Include the following:
- Indicate a willingness to enter into an agreement by signing the Non-Collusive Bidding Certification Form. Failure to sign this form may result in disqualification.

2.1.7 Pricing Information (separately sealed document)

- a. Complete the Pricing Information Sheets. Complete tables and provide additional supporting information as required to clarify pricing.

2.2 Pricing Information

- A. See Section 3 for pricing requirements.

	Service	Description	Per School	Number of	total cost
--	----------------	--------------------	-------------------	------------------	-------------------

Voice over IP (VoIP)

	group			Sites	
	Equipment	Installed Equipment excluding Phones	\$		\$
	Labor	Labor for Configuration and Setup	\$		\$
	Demolition	Demolition Labor and Charges	\$		\$
	Service Fees	Service Fess and Licensing	\$		\$
	Support Training	Training for Technical Support Staff	\$		\$
	User Training	Training for End-User's	\$		\$
	Warranty	Cost for 3 Year Extended Warranty	\$		\$
		Total Cost Years 1 through 3			\$
	Maintenance	Maintenance Cost for Years 4 and 5	\$		
		NON E-rate Eligible Equipment	Qty	Unit Price	Extended
		Single Line IP Handset			
		Four Line IP Handset			
		Eight Line IP Handset			
		Multi-Line IP Handset			
		SpeakerPhone			
		Total Handset Costs			

3.0 Technical Requirements

3.1 Existing Conditions

3.1.1 Current Phone System

- a. The district currently utilizes Nortel PBX's connected to the Public Switched Telephone Network (PSTN) via a combination of centrex lines and T-1 Pri's.
- b. The district has a centralized Voicemail System located at the district office for all users.
- c. A complete list of existing equipment is included as an Attachment to this RFP.

3.1.2 Current Wide Area Network

- a. The district has currently upgraded the Wide Area Network (WAN) to a Metro Ethernet Service through AT&T.
- b. Each school is/will be connected to the Metro Ethernet Network at a minimum of 100Mbps.
- c. The district office is connected to the Metro Ethernet WAN with a single Gigabit connection (1000Mbps.)

3.1.3 Current Local Area Network

- a. The district has recently completed an upgrade of each of the school's Local Area Networks.
- b. Cabling distribution is a combination of Cat5e, Cat6 and Fiber. The Cat5e and Cat6 cabling routes from each classroom and office space and is distributed and terminated in the nearest of either an Intermediate Distribution Frame (IDF) or Main Distribution Frame. Existing network cabling is within 100 meters of either the IDF's or MDF.
- c. A minimum of 12 Strands of Fiber connect each IDF to the MDF within each district facility.
- d. The district is utilizing HP Procurve switches with each network cable connected to a PoE 100Mbps port on the switches.

3.2 Functional and Technical Specifications

- A. General: The IP telephony system includes a full-featured, IP call distribution unit of modular construction and private branch exchange functionality. System provides one local call distribution unit in each facility interconnecting IP trunks with user instruments in the facility. Each call distribution unit includes HTML-based attendant console and administrative terminal. Local call distribution units interconnect to the central call distribution unit for a distributed private branch exchange environment across district facilities. New equipment includes desk and wall mounted IP telephones, conferencing IP telephones, attendant console and PSTN gateway. The system is based on an open architecture supporting IP Telephony standards and protocols for interoperability.

- B. Automated Call Director: The automated call director provides automated call routing and voice response function to route callers to the correct automated attendant greeting based on the number the caller has dialed. System supports a minimum of 32 custom attendant greetings per local call distribution unit and 64 at the central office. System is programmable to provide interface to HTML-based data systems for interaction with information systems and has object-programmable functionality.
- C. Equipment: Equipment and instruments provided under this contract must either be new or existing within the District. Analog instruments must utilize single-pair wiring and be capable of plugging into a standard modular jack for inter-changed throughout the system. No new digital instruments will be implemented in this contract. IP instruments use IP networking protocols over the existing Ethernet network throughout the District.
- D. Currency: Material and systems components must be new, in current production, currently eligible for maintenance coverage and have guaranteed availability for a minimum of 10 years from the date of delivery. The vendor will be required to support the District with replacement parts for ten years. After ten years, if replacement parts are unavailable, the vendor, upon request, will assist the District with arranging self-support by providing the District with documentation as required for technical support and maintenance.
- E. Capacity: In general, provide no less than 15% spare capacity for immediate expansion. Provide sufficient open capacity to migrate existing analog and digital instruments to the IP instruments. The system shall have expansion capabilities without replacement of existing components to accommodate migration of current analog instruments to IP along with no less than one additional IP instrument per classroom.
- F. As a part of the overall solution, the vendor is required to provide a project manager during the entire implementation of the new Phone System. This cost should be included in the installation cost of the pricing form.

3.2.1 System Features

The proposed solution must have the following features at a minimum:

- a. Flexible Numbering Plan with up to five digits for station designation.
- b. Direct Inward Dialing with automated call routing
- c. Incoming Caller ID services from the local carrier.
- d. Power Failure Back-up to provide for 1 hour of service in the event of power failure.
- e. System Open Architecture Interface for communication with an external computer for ACD or CTI applications.
- f. Desktop Interface capability to connect a user's PC with their telephone, including control of the telephone from the PC.
- g. ANI/DNIS with ANI, ALI, DLI, DNIS service to the carrier or the Public Safety Answering Point. Additionally, calls can be routed to a specific station based on this information.

- h. Automatic Call Distribution (ACD). The system should support multiple ACD groups and be able to send calls to an agent based on either which agent has been idle for the longest period of time, or which agent has received the fewest calls.
- i. ACD Place in Queue/Time to Wait to tell callers their place in line and approximate wait time before their call is answered.
- j. The local call distribution unit shall have one T-1 Interface for trunking to the voicemail system.
- k. The local call distribution unit shall have a minimum of one analog telephone line for failover with one additional line for each 24 instruments in the local system.
- l. Solution will be sized so that each school will be capable of having up to 40% of IP phones linked through the local area network.
- m. Provide one analog port for a system troubleshooting modem for out-of-band access to the call distribution unit.
- n. The call distribution unit shall conduct IP trunking over the wide area network.
- o. The centralized call distribution unit shall be sized to distribute up to 800 outside lines from the local exchange carrier to the local call distribution unit for DID/DOD and PRI.
- p. Each local call distribution unit supports up to one analog connection to the building public address system. Dial plan includes security code for restricted access.
- q. Automatic least cost route based on rate tables programmed into the system.
- r. Uniform directory integrated with network LDAP resources.

3.2.2 End User System Features

- a. Single line sets can be analog, digital or IP, with key pad, and at least 3 programmable keys. The unit must consist of a handset connected to a desk or wall unit by a coiled cord of 6 feet minimum length, with the desk or wall unit containing the required circuitry to receive and make calls. The set must also provide a message waiting notification light and provide AC ringing.
- b. Single line IP sets must be H323 compatible, with key pad, 2 x 24 line display and at least 3 user-programmable keys. The unit must consist of a handset connected to a convertible desk or wall unit by a coiled cord of 6 feet minimum length, with the desk or wall unit containing the required circuitry to receive and make calls. The set must also provide a message waiting notification light. Unit has user-adjustable ring tones and a hearing-aid-compatible handset. IP address assignment is selectable for DHCP or static. Unit includes two 10/100BaseTX extension port. Unit is compatible with Cisco powered Ethernet switches.
- c. The console can be a DSS/BLF attachment to the sets listed in Sections 8.2 and 8.3 or to a multi-line digital handset. Indicate how many DSS/BLF appearances are available (minimum of 630) and how many additional DSS/BLF units can be linked together (minimum of 4). Also indicate the number of system ports required for each additional DSS/BLF unit.

- d. Systems should offer a Windows-based attendant console. The software must be compatible with Windows 2000 and provide a screen-pop when incoming calls are received. Provide information about features and costs.

3.2.3 System Administrative Features

Administrator set shall have the ability to complete simple moves, adds, and changes to reduce future service costs. The administrator set should be able to provide the following services:

- a. Place entire system in day or night mode
- b. Set system time and date
- c. Program system speed dial numbers
- d. Receive and clear displayed system alarms
- e. Program usernames
- f. Program station extensions
- g. Program Do-Not-Disturb messages
- h. Program station Toll Restriction
- i. Trunk Group Programming
- j. Network Administration
- k. System monitoring and reporting
- l. Class of service and restrictions
- m. System parameters
- n. Feature access codes
- o. System access codes

3.2.4 Station Features

The following station features, at a minimum, shall be provided to all stations:

- a. Direct Outward Dialing (CO Line) Access. Defined stations may access CO lines by dialing a common one digit access code or selecting a CO line that appears on the phone.
- b. Direct Inward Dialing Access (Capability) Defined stations may receive incoming DID calls directly without attendant intervention.
- c. Call Transfer. Permits a call to be transferred from one station to another station.

- d. Transfer to Hold. Permits a call to be transferred and put on hold from one station to another station.
- e. Call Pick-Up. This feature permits one station to answer incoming calls originally directed to another station. It will also allow a station to pick up a call that is holding at another station.
- f. Call Forwarding. This feature allows a call directed to a station to be routed to another destination under various conditions. The other destination can be either another station within the system or an outside phone number. The conditions required are:
 - Forward all Calls. Forwards all calls immediately to another destination.
 - Forward if Busy. Forwards calls when station is busy.
 - Forward if No Answer. Forwards calls when not answered within a pre-programmed time limit.
- g. System Speed Dialing. Allows station users within the system to call any of a list of pre-programmed numbers by dialing an abbreviated code of two or three digits.
- h. Station Speed Dialing. This feature allows users of individual stations to call any of a list of pre-programmed numbers by dialing an abbreviated code of one or two digits. The list can be programmed from the station.
- i. Conference Calling. This feature allows all stations to dial a conference code and establish their own conference. An attendant should be able to establish a conference call and transfer it to an-other user. A minimum of four parties must be able to be conferenced together.
- j. Station Queuing. This feature allows a station to request an automatic callback when a station becomes available.
- k. Trunk Queuing. This feature allows a station to request an automatic callback when a trunk becomes available.
- l. Station Hunting - Linear. A group of lines with consecutive or random directory numbers shall be arranged so that a single pilot number can be called and the system will hunt for an available station. The system will hunt in a linear fashion, always starting from the same station and working its way through a pre-programmed list of stations until one is found.
- m. Station Toll Restriction. Individual stations may be restricted to various pre-programmed dialing levels, thus prohibiting certain stations from various levels of toll access. Changes to Toll Restriction should be able to be made by the administrator set.
- n. Paging. The system must allow access to existing or future external paging systems by an access code. Station class of service must be able to deny paging access to preset stations, or groups of stations, thereby allowing paging access to only designated stations.
- o. Directories. Allows display sets to search for extension numbers or system speed-dial numbers. The numbers can then be dialed, if desired.
- p. Background Music. Allows for background music to be heard through station speakerphone.

- q. Change Language. Allows each user to change the assigned language for both the telephone display and voice mail prompts.
- r. Do Not Disturb. Allows user the ability to halt all intercom calls, transferred calls, and system pages to the station.
- s. Do Not Disturb Messages. Allows the user to customize their DND message for other display stations.
- t. Mute Key. This feature turns on or off the telephones microphone during a call. If muted, the user can hear the other party, but the party cannot hear the user.
- u. Redial - This feature will redial the last outside telephone number dialed or saved at the station.
- v. Ring Tone Selection. Allows the user to choose from multiple ring tones. The system should provide at least eight different options.

3.2.5 Remote Management of Phone Equipment

- a. Remote management of hardware and equipment for voice service components is through secure access over IP to either a command line interface or Graphical User Interface (GUI).

3.2.6 Voicemail System Functions

The following is a representative list of voicemail system functions required.

- a. The voicemail system includes automated attendant operation with customizable system prompts. When a call is routed to voicemail, by default, the caller will be greeted with a menu of options; direct dial to another extension, single key access to department group directory, single key access to remote site (answering service), dial by name or access an operator.
- b. The IP telephony system must be able to route callers to the correct automated voicemail attendant greeting based on the number the caller is calling from, utilizing caller id and ANI. System supports a minimum of 32 custom attendant greetings per site.
- c. When the voicemail system receives forwarded calls from the telephony system the system answer with a user personalized greeting, records the message from incoming caller and activates a message waiting notification at the user's instrument.
- d. Complete system requires a capacity of 50% mailboxes than installed with capacity of no less than 30 minutes of messages per box shared among all of the boxes in the system.
- e. Individual box limit shall be at least 60 minutes and programmable for less. System includes future integration with email services and District LDAP system for up to 10,000 users.

Attachment A - Existing System

Port Count Break Down

Location	Digital Ports	Analog Ports	Total Telephone Ports
Hill	24	4	64
Lincoln	24	4	80
Parker	24	4	136
Princeton	24	4	32
Rickwood	24	4	32
Tuggle	24	4	64
Powell	24	4	54
Wilkinson	24	1	64
Wilson	24	4	48
Phillips (Norstar)	24	4	112
Phillips (Hub)	72	8	270
Avondale	24	4	72
Center Street	24	1	64
Davis (Hub)	24	4	160
EPIC	24	4	80
Hemphill	24	4	64
Jackson	24	4	48
Lane	24	4	80
Ramsey	72	8	96
Glen Iris	24	4	88
Ramett	24	4	64
Gate City	24	4	48
Gibson	24	4	48
Martha Gaskins	24	4	104
Putnum	24	4	64
Woodlawn	72	8	208
Ossie Ware Mitchell	24	4	72
Comer	24	4	32
Council	24	4	72
South Hampton	24	4	64
Bush	72	8	80
Glenn	24	4	80
Minor	72	0	00
Scott	24	4	40
Carver	24	8	208
Daniel Payne	24	4	48
Dupuy	24	4	48
Inglenook	24	1	18
Lewis	24	4	64
North Birmingham	24	4	48
Norwood	24	4	48
Transportation	24	4	32
Whitley	24	4	72

Birmingham City Schools

Voice over IP (VoIP)

Hudson	72	8	96
Arthur	24	4	48
Christian	24	4	56
Going	24	4	48
Smith	24	4	72
South East Lake	24	4	80
Sun Valley	24	4	80
Huffman Middle	24	4	64
North Roebuck	24	4	64
Robinson	24	4	64
Huffman (Hub)	72	8	160
Arrington	24	4	48
Central Park	24	4	96
A.G. Gaston	24	4	64
Green Acres	24	4	72
Lee	24	4	48
Powderly	24	4	48
Price	24	4	32
Wenonah	24	8	96
Wenonah Elm	24	4	96
Wenonah (Hub)	72	8	96
Board of Education	208	96	768

Hub Site Port Count Break Down

HUB	Digital	Analog	Approximate Total Telephone Ports
Woodlawn	312	52	989
Bush	264	48	580
Hudson	312	52	784
Huffman	312	52	800
Jones Valley	336	56	760
Phillips	264	48	946
Ramsey	312	52	848

Attachment B – Required Notifications and Forms

The following Notifications and Forms follow:

- Alabama Child Protection Act
- Minority Participation Policy
- Minority Participation Form
- Purchasing Department Bid Survey
- Disbarment



Birmingham City Schools
Purchasing Department

**Alabama Child Protection Act of 1999
Chapter 22A**

ARTICLE 1

Criminal History Background Information Checks on Applicants for Certification, Applicants for Employment, Nonpublic Current Employees, and Current Employees Under Review.

ARTICLE 2

Criminal History Background Information Checks of Current Public Certified and Current Public Noncertified Employees.

Under the National Child Protection Act of 1993, states are required to implement a computerized information system to provide child abuse crime information through the Federal Bureau of Investigation National Criminal History Record Information System and may conduct a nationwide criminal history background check for the purpose of determining whether an individual who will have unsupervised access to children is suitable for employment or has been convicted of a crime that bears upon the fitness of the individual.

Therefore, in establishing the Alabama Child Protection Act of 1999, it is the intent of the Legislature to provide for the implementation of a system that allows the State Superintendent of Education, local Boards of Education, and other nonpublic schools to ensure that prospective employees and current employees are suitable for employment and have not been convicted of a crime that bears upon the fitness of the individual.

Therefore, any person employed to serve an authorized employer as defined in this chapter, including those individuals that provide services to local employing Boards or nonpublic schools, when the person so employed has unsupervised access to children in an educational environment.



Minority Participation Programs Policy #6015

It is the policy of the Birmingham Board of Education ("Board") that minority and disadvantaged businesses shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Board funds. This policy is equally applicable to all construction contracts, contracts relating to the purchase of goods, materials and equipment, and non-bid contracts for professional services. All contractors shall take all necessary and reasonable steps to ensure that minority owned businesses have the maximum opportunity to compete for and perform Board contracts.

Bidders on construction contracts are advised that construction contracts shall be awarded to the lowest responsive and responsible bidder; and that meeting the goals set forth in this Policy or making an acceptable good faith effort to meet said Goals are conditions of being awarded a Board construction contract.

Minority and disadvantaged businesses shall be those businesses designated as such by the Regulations issued by the Equal Employment Opportunity Commission ("EEOC"), as they may be amended from time to time.

It is the goal of the Board that 25% of the total dollar amount available each fiscal year to the Board for contracts covered by this Policy shall be spent with minority and/or disadvantaged businesses. It is further the goal of the Board that minority and/or disadvantaged businesses located within Birmingham Standard Metropolitan Area be utilized whenever possible and practicable.

The purpose of establishing these goals for minority involvement is to ensure that these businesses are given an equal opportunity to compete for contract dollars from public funds.

The goals set out herein shall apply to all contracts and subcontracts financed in whole or in part with Board funds, including, without limitation, contracts for construction, purchase of goods, materials and equipment, and professional services.

A designated representative of the Superintendent, employed by the Board, shall oversee this policy's requirements and assist contractors and Board departments in the performance of the goals contained in this policy including a current listing of minority and disadvantaged persons and businesses which provide goods, materials, equipment or professional services customarily sought or purchased by the Board. This designee shall ensure that this Policy is reflected in bids, specifications, request for proposals, and/or contracts of the Board.

The Board shall no less than annually review the goals for award of contracts to minorities and the percentage goal established in this policy. The provisions of this Policy shall be periodically reviewed by the Superintendent and the Board. Recommended changes in the program which are required to effectively administer the program may be made by the Superintendent with the approval of the Board. A quarterly review of all construction contracts, contracts relating to the purchase of goods, materials and equipment, and professional services contracts will be provided to the Board.



Birmingham City Schools
Purchasing Department

Minority Participation Form

Please submit a listing of all minority vendors and indicate their contract amount and percentage of contract awarded.

<u>Minority Vendor</u>	<u>Contract Amount</u>	<u>% of Contract</u>	<u>MBE/WBE</u>
Name: Address: City/State	\$ _____	_____	_____
Name: Address: City/State	\$ _____	_____	_____
Name: Address: City/State	\$ _____	_____	_____

The Birmingham Construction Industry Authority (BCIA) is available to assist you in identifying qualified MBE/WBE vendors. For assistance, contact Mr. Michael Bell or Mr. David Merrida at (205) 324-6202

PURCHASING DEPARTMENT SURVEY

BID INFORMATION:

2010-29 DU 12:00PM CST – December 22, 2010 A.M. CST

SEALED B Buses

IF YOU DO NOT BID PLEASE CHECK THE APPROPRIATE ITEM OR EXPLAIN:

- _____ Current workload does not permit time to bid
- _____ Unable to supply as specified, please explain in detail
- _____ We do not offer this product or equivalent
- _____ We do not provide installation or demonstrations
- _____ Other reason(s); explain _____
- _____
- _____

You may fax this form to (205) 231 – 4608

Company: _____

Address: _____

City/State/Zip Code: _____

Telephone: _____ **Fax:** _____ **E-Mail:** _____

Name: _____ **Title:** _____

Signature: _____ **Date:** _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

Instruction for Certification.

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participation, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Printed Name & Title of Authorized Representative

Signature & Title of Authorized Representative

Company

Date