

ERATE YEAR 13
July 1, 2010 – June 30, 2011



Request For Proposal

for

PBX Maintenance

Timeline

Release of RFP and Form 470	October 26, 2009
Pre-proposal conference (optional).....	November 10, 2009
10am to be held in the auditorium at Central Office, 2015 Park Place, Birmingham, AL 35203	
Proposal due date and opening	November 23, 2009
10am Central Standard Time	
Evaluation period	TBD
Formal approval of award	TBD
Initial contract term.....	July1, 2010 - June 30, 2011

Definitions

BCS - Birmingham City Schools District

RFP - Request for Proposal

TBD - To Be Determined

SPIN - Service Provider Identification Number from the Universal Service Administrative Company (USAC)

E-Rate - Schools and Libraries Program of the Universal Service Fund

SLA - Service Level Agreement

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Introduction

Birmingham City Schools is seeking proposals for PBX Maintenance Services. The requirements and needs of Birmingham City Schools are diverse, yet critical in terms of quality and customer service.

In order to insure that the desired PBX Maintenance Services are provided and with the highest possible quality, Birmingham City Schools is interested in establishing a contract with a vendor experienced and qualified in such contracts and will provide the quality services requested in a professional and timely manner.

Nothing herein is intended to exclude any responsible vendor or their services or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to submit a proposal and your proposals are hereby solicited.

Proposals Must Be Submitted To:

**Edward McMullen
Director of Purchasing
Room #202
Birmingham City Schools
2015 Park Place North
Birmingham, Alabama 35203
November 23, 2009 10am Central Standard Time**

Minority Participation

BCS encourages the use of minority owned businesses. See attached Board policy number 6015 beginning on page 26.

Purpose and Objectives

BCS, with facilities located throughout Birmingham, Alabama, is soliciting proposals from qualified and certified Nortel PBX service providers to maintain the district's PBX and voicemail environment. The purpose for seeking these services is to improve educational services, to provide increased safety to our students, better parent/school communications and efficient functioning of BCS. All proposals must meet or exceed the minimum requirements stated in this RFP.

The work associated with this proposal is a critical component in the E-rate application process and therefore will require all responding service providers to comply with the BCS timeline for this project.

About BCS

It is expected that the successful service provider will establish a strong partnership with BCS. As a strong partner, the successful vendor will need to become fully acquainted with the business of BCS: Educating BCS's children.

BCS is the fourth largest urban city school district in Alabama. There are approximately 27,525 students in the District, attending (57) K-12 schools. In total, the district encompasses an area of approximately 120 square miles and owns over 65 facilities. BCS employs more than 3,300 employees.

BCS's Mission

The mission of Birmingham City Schools is to guide all students to achieve excellence in a safe, secure and nurturing environment.

BCS's Vision

Birmingham City Schools will be a recognized leader in public education, meeting the needs of a diverse student population prepared to succeed in a global society.

BCS's Core Values

Diversity
Integrity
Respect
Excellence
Compassion
Teamwork

General Information

Part of the funding source for this project is from the E-rate program. BCS applies and receives E-rate discounts for these services. Service providers responding to this RFP must provide a SPIN that has been issued by USAC and the service providers must also agree to comply with E-Rate rules and to complete necessary forms for BCS to receive their E-rate discount. The SPIN must be submitted with the response to this RFP. BCS will submit the required Universal Service Program Description of Services Requested and Certification Form 470, which initiates the proposal process. Service providers should be advised however, should approval not be granted, BCS may cancel this project and subsequently void any resulting awards/contracts.

Responses to this RFP must be complete. Service providers responding to the stated requirements must include all items for a complete and functional solution. Contract shall be valid for 12 months with the option of two (2) consecutive one (1) year extensions upon Board approval. Service providers must submit one (1) original proposal and six (6) additional copies.

Any respondent to this RFP must be a qualified service provider and must be the single point of contact and must take the legal responsibility for all aspects of any contract. This includes, but is not limited to, furnishing all materials, equipment, make ready costs, labor and maintenance/support as required for the complete implementation and integration of the equipment and/or services. Proposals shall be in such detail as to exhibit the service provider's thorough knowledge and understanding of BCS's requirements.

At the time the proposal is submitted, it will be assumed that each service provider has read thoroughly and is familiar with the specifications and requirements of the RFP. The service provider fully understands the scope, limitations, restrictions, and coordination of the work. The failure and/or omission of any service provider to examine any form, instruction or document will in no way relieve the service provider from an obligation with respect to their proposal

General Requirements

Contractors shall comply with Chapter 22A of the Alabama Child Protection Act of 1999, which requires criminal history background information checks.

The successful service provider shall furnish all services, labor, materials, and equipment necessary to perform and complete the work as defined in the specifications, plans or other instructions.

All responding service providers are required to provide details of pricing structure and all associated costs for the PBX system. These details will be reviewed by BCS as part of the proposal evaluation proceedings.

Service provider must produce and provide to BCS documentation required for the operation and maintenance of services provided throughout this project. This includes all installation details as well as any manuals or documentation required for the operation/maintenance of equipment. In addition, the service provider must: 1) Provide daily reporting of outages, services and tasks to specified BCS personnel; 2) Provide compiled accessible weekly report of all outages, services and tasks using either District owned software or vendor's software; and 3) Participate in quarterly meetings to discuss infrastructure status and recommendations.

Addendum(s)

Clarifications of the proposal document shall made by an addendum. The Director of Purchasing may issue an addendum to the proposal document in response to clarifications or objections, or for any reason BCS considers advisable. Once issued, the addendum becomes a part of the proposal document. A copy of the addendum will be available to each vendor.

Proposal Security

Proposal security shall be payable to Birmingham City Schools for contracts exceeding \$15,000.00. The vendor must submit with their proposal a certified check, cashiers check or proposal bond in an amount equal to 5% of the proposal not to exceed \$10,000.00.

Proposal security (original proposal bond) must be received with proposal or proposal may be rejected. Copies of bonds will not be accepted.

Technical Representatives

Any advice, approvals or instructions provided by Birmingham City School's staff, technical personnel or other representatives to any vendor are expressions of personal opinion only and do not alter or amend the proposal document unless included in an addendum. **All questions must be directed to Birmingham City School's Director of Purchasing in writing.**

Pre-Proposal Conference

A pre-proposal conference is scheduled for 10:00 A.M. Central Standard Time, Tuesday, November 10, 2009 at the location as indicated below:

**Birmingham Board of Education
Auditorium
2015 Park Place, North
Birmingham, Alabama 35203**

Inquiries

Inquiries that arise concerning procedural questions and technical data must be submitted in writing to:

**Edward McMullen
Director of Purchasing
Birmingham City Schools
Room #202
2015 Park Place, North
Birmingham, Alabama 35203
Office: (205) 231-4885 Fax: (205) 231-4608
emcmullen@bhamcityschools.org**

Confidential and Proprietary

No claim of confidentiality or proprietary information in all or any portion of a response to the request for proposal will be honored unless a specific exemption from the Public Records Law exists and it is cited in the proposal. An incorrectly claimed exemption does not disqualify the vendor, only the exemption claimed.

Independent Contractor

It is understood, agreed and recognized, the successful vendor awarded the contract will be an independent contractor and not an employee of Birmingham City Schools.

Governing Laws

Contractor agrees that the laws of the State of Alabama will govern any and all agreements resulting from this proposal and the venue of any legal actions will be Jefferson County, Alabama.

Gratuities

The Birmingham Board of Education may terminate this contract if it is determined, after notice and hearing, that gratuities were offered or given by the vendor, or any agent or representative of the vendor, to any officer or employee of Birmingham City Schools to secure favorable treatment with respect to the awarding, amending or making of any determination with respect to the performance of the contract.

Collusion

Any agreement or collusion among vendors or perspective vendors in restraint of freedom of competition, by agreement, to submit a proposal at a fixed price or to refrain from submitting a proposal or otherwise shall render proposals of such vendor void and shall cause such vendors to be disqualified from submitting proposals to Birmingham City Schools.

Specifications

Purpose of this RFP

The purpose of this RFP is to select a service provider for basic maintenance of the district's Nortel PBX system and provide a stable, reliable and cost efficient local voice network for BCS. Basic maintenance includes: 1) Repair and upkeep of eligible hardware and subsequent software that is necessary for the operation of the hardware; 2) Basic technical support of eligible hardware and subsequent software that is necessary for the operation of the hardware; and 3) Maintain hardware and software configuration changes that are necessary for the operation of eligible equipment. This will include dedicated technician(s) with parts, peripherals and lightning protection. It is the intent of BCS to maintain the same quality of service standards as installed in the original E-rate installation project. Although all equipment is listed, **any ineligible items should be itemize and quoted separately**. Pricing information on the proposal should itemize the services the service provider will be providing with cost for each line item. Also, this itemization should include a breakdown of E-rate eligible services and E-rate ineligible services indicating associated cost for each.

Necessary basic maintenance services are defined as follows, "but for the maintenance at issue, the connection would not function and serve its intended purpose with the degree of reliability ordinarily provided in the marketplace to entities receiving such services without E-rate discounts." The following maintenance services are eligible:

- Repair and upkeep of eligible hardware
- Wire and cable maintenance
- Basic technical support
- Configuration changes

Description of the Existing Telephone Network Infrastructure

Port Count Break Down

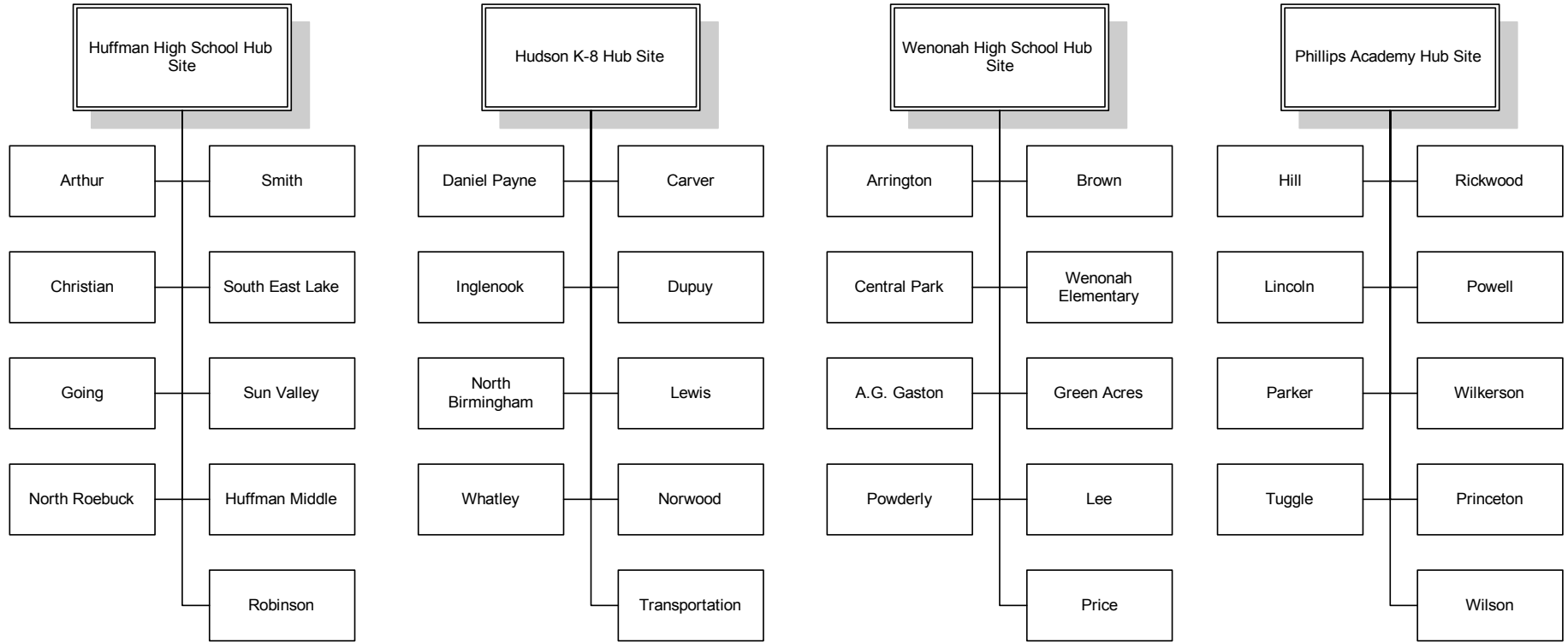
Location	Digital Ports	Analog Ports	Total Telephone Ports
Hill	24	4	64
Lincoln	24	4	80
Parker	24	4	136
Princeton	24	4	32
Rickwood	24	4	32
Tuggle	24	4	64
Powell	24	4	54
Wilkerson	24	4	54
Wilson	24	4	48
Phillips (Norstar)	24	4	112
Phillips (Hub)	72	8	270
Avondale	24	4	72
Center Street	24	4	64
Davis (Hub)	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
Barrett	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	8	80
Scott	24	4	40
Carver	24	8	208
Daniel Payne	24	4	48
Dupuy	24	4	48
Inglenook	24	4	48
Lewis	24	4	64
North Birmingham	24	4	48
Norwood	24	4	48
Transportation	24	4	32
Whatley	24	4	72

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

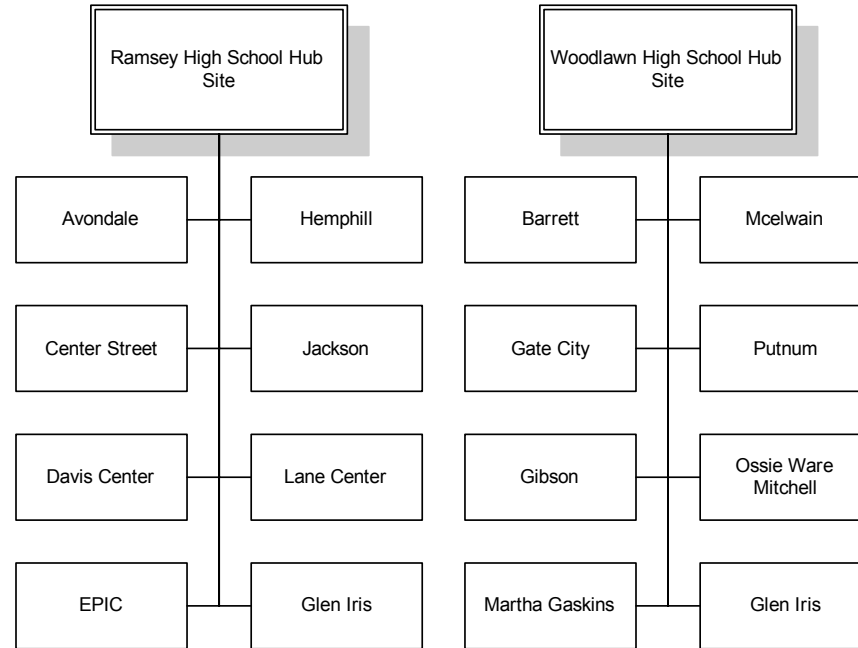
Hub Site Port Count Break Down

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

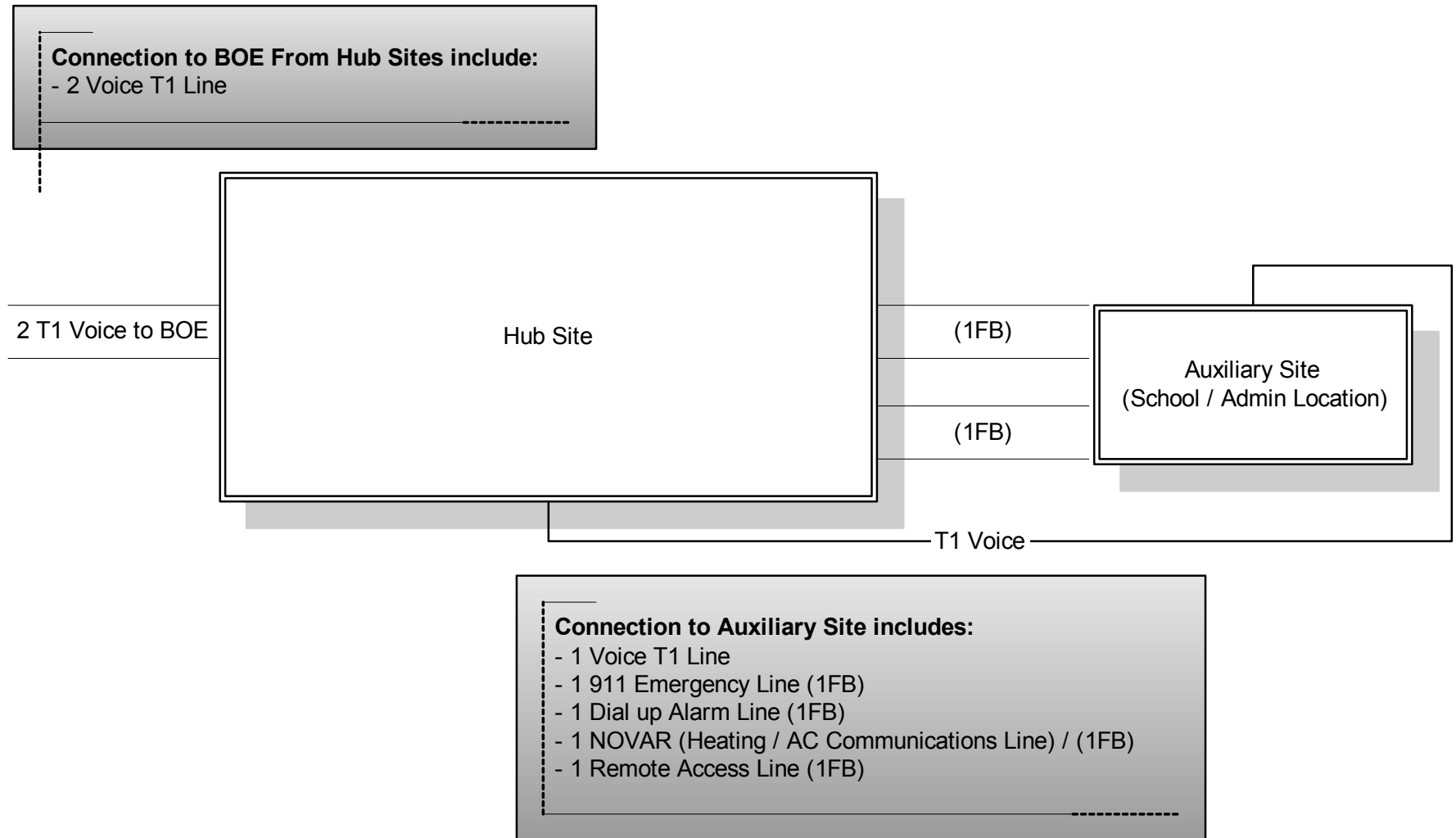
Birmingham City Schools Hub Site Layout



Birmingham City Schools Hub Site Layout continued



Hub Site to Board Of Education General Layout



Telecom System List

Location	Equipment Type	Location	Equipment Type
A.G. Gaston	Norstar	Ossie Ware Mitchell	Norstar
Arrington	Norstar	Parker	Norstar
Arthur	Norstar	Phillips (Hub)	Option 61
Avondale	Norstar	Phillips (Norstar)	Norstar
Barrett	Norstar	Powderly	Norstar
Board of Education	Norstar	Powell	Norstar
Bush	Option 61	Price	Norstar
Carver	Option 11	Princeton	Norstar
Center Street	Norstar	Putnum	Norstar
Central Park	Norstar	Ramsey	Option 61
Christian	Norstar	Rickwood	Norstar
Comer	Norstar	Robinson	Norstar
Councill	Norstar	Scott	Norstar
Daniel Payne	Norstar	Smith	Norstar
Davis (Hub)	Option 11	South East Lake	Norstar
Dupuy	Norstar	South Hampton	Norstar
EPIC	Norstar	Sun Valley	Norstar
Gate City	Norstar	Transportation	Norstar
Gibson	Norstar	Tuggle	Norstar
Glen Iris	Norstar	Wenonah	Option 11
Glenn	Norstar	Wenonah (Hub)	Norstar
Going	Norstar	Wenonah Elm	Norstar
Green Acres	Norstar	Whatley	Norstar
Hemphill	Norstar	Wilkerson	Norstar
Hill	Norstar	Wilson	Norstar
Hudson	Option 61	Woodlawn	Option 61
Huffman (Hub)	Option 61	Jackson Olin	Option 11
Huffman Middle	Norstar	Martha Gaskins	Norstar
Inglenook	Norstar	Minor	Norstar
Jackson	Norstar	North Birmingham	Norstar

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Lane	Norstar	North Roebuck	Norstar
Lee	Norstar	Norwood	Norstar
Lewis	Norstar	BOE	Option 81C
Lincoln	Norstar		

Service Provider Qualifications

The items listed below are the minimum requirements expected for each service provider. Please be as descriptive as possible when creating your response to the RFP. Also, take into consideration the equipment that is to be maintained which is listed on prior pages, as well as cost associated with travel and personnel when developing proposals. Proposal must include, at a minimum, lightning protection, vehicles for proposed staff, and network operations for monitoring and problem reporting solution.

Requirements	Criteria
Dedicated Nortel certified technician(s)	Certification documentation included in the proposal
Full coverage of parts and labor for maintenance issues in reference to telecom equipment	Pricing schedule included in the proposal
Lightning protection and coverage for all maintained systems	Pricing schedule included in the proposal
Level of service is 24x7x365 to major failures and the response time to respond to an equipment problem, remotely or onsite is four (4) hours	SLA
Level of service is 24x7x365 remote monitoring of Nortel PBX system	SLA
Daily Outage/Resolution Report	SLA
Pricing Schedule for personnel Proposed Personnel should be located within 45 miles of the metro-Birmingham area	Pricing schedule included in the proposal
Authorized Nortel Telecom equipment reseller	Certification documentation

Service provider must supply sufficient number of qualified personal trained and experienced in service in projects of the same size, type and scope as requested in the RFP with the ability to satisfy any service problems that may arise during the support of those services.

Service providers will provide on site people who are dependable, free of substance abuse, safety conscious, technically qualified and able to work well with other on site and remote contractors.

Coordination with other vendors, i.e. Network vendors and BCS Technology Department, is required to troubleshoot, test and repair equipment.

All persons sent to schools must be free of any felony convictions, including, but not limited to drugs, alcohol or sexual matters. Smoking or smokeless tobacco is not permitted on any BCS facilities.

Experience/Support Criteria

Responders cannot sub-contract experience to fulfill criteria listed below.

Criteria	Minimum Years of Experience	Specifically applied to:
Experience in providing engineering support for telecom systems	5	Service Provider
Experience in designing telecom systems	5	Service Provider
Experience implementing telecom systems	5	Service Provider
Experience supporting telecom systems	5	Service Provider
Providing support and service to infrastructures the size, scope, and type as BCS	5	Service Provider and Personnel
K-12 telecom support/basic maintenance	3	Service Provider

Pricing

Pricing must be a firm, fixed price for a total solution which includes all costs related to fulfillment of contract as specified and proposed including, but not limited to, labor, material, consulting, travel, lodging, and all other items/services, which are billable components required to fulfill the specification of this RFP.

Pricing for this RFP will be the basis for applying for E-rate funding for Year 13 that begins July 1, 2010 and ends June 30, 2011. The earliest delivery date for any services would be July 1, 2010 and the pricing should be guaranteed through June 30, 2011. Pricing must include a one year cost with two (2) one (1) year consecutive renewal options with no change in terms, conditions and no increase in cost to BCS.

Notice of Rate Increases or Decreases

The service provider shall agree to honor the quotes contained in their proposal from submission date, award and throughout the length of the mutually agreed upon signed Term Agreement (if applicable). However, should any rates decrease (Proximately or federal ruling) during the period from proposal submission to contract signing, not to exceed sixty (60) days, BCS shall be notified and receive the benefit of this decrease. Acknowledgement of this firm pricing, exclusive of decreases, shall be included in the service provider’s price quotation.

Experience of the Service Provider

It is the responsibility of each service provider to show that it has a demonstrated track record in projects of similar type and scope. A list of projects and description of these projects must be included in the proposal.

Reference Information

Service provider shall provide a list of five (5) customers for whom they are currently or have provided system and/or maintenance services. References also must be provided for any/all subcontracts utilized by the submitting vendor. At least one of the references must be a K-12 entity.

Assignment and Subcontracting

The service provider may not subcontract, transfer, or assign any portion of the contract without prior, written approval from BCS. Each subcontractors experience and performance will be the same as the service provider. The substitution of the one subcontractor for another may be made only at the discretion of BCS and only with prior, written approval from BCS. The service provider must be designated as the single point of contact to be responsible for the performance, activities, and coordination of all activities of the subcontracting team.

Notwithstanding the use of approved subcontractors, the service provider, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed. Should the service provider form a consortium or partnership with others to jointly respond to the RFP, the service provider will be considered the only single point of contact and will be held liable for all of the partners and the work performed.

Right to Refuse Personnel

Service providers must submit a complete list of all persons to perform work either as contractor and their employees or a partner and their employees. The list must be in the form of a brief resume to include: work experience, references, length of time employed by said contractor, evidence of background security check and date of last drug test. This includes part time and full time employees. BCS reserves the right to refuse, at its sole discretion, any subcontractors.

Guidelines for Preparing a Proposal

A minimum of seven (7) sets [one signed original and six (6) copies] of your signed proposal must be submitted.

Proposals must be bound with at least the following sections: Qualifications, Recommended Approach, E-rate Eligible Pricing, E-rate Ineligible Pricing, Supporting Documents and References. These sections must be labeled and clearly identifiable. Quality not quantity is desired.

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The qualifications section must include résumés of staff assigned to the proposal. Identify the Project Manager to be assigned to the Project and provide a copy of his or her résumés. Provide résumés of all team and/or partners that will be assigned to this project. Identify any other resources that can be available to the proposed team. Résumés must include at a minimum, education, number of years with the firm, related work experience, professional association memberships and all licenses and registrations held by such personnel as it relates to the RFP.

The recommended approach section must include a description of the approach or methods that will be used to complete the tasks and objectives outlined in this RFP. A detailed outline of the service provider's approach toward the delivery of services to complete the projects in accordance with BCS's goals and objectives must also be included. The service provider will describe the process for making recommendations to BCS and define procedures that will be employed to address the following concerns: 1) Approach to Project Management; 2) Description of proposed services; 3) Communications with and reporting to BCS personnel; and 4) Process for documenting work and activities. Any skills, management tools or techniques that will be utilized in the completion of this project should also be included in this section.

The proposal must include a section labeled E-rate Eligible Items and E-rate Ineligible Items. These sections should clearly identify pricing structure for E-rate Eligible Items and E-rate Ineligible Items.

The following supporting documents must be included in the proposal: SPIN from USAC; documentation stating that the service provider is an authorized Nortel reseller; and other Nortel documentation.

References must include name of the company, contact person, complete address with zip code and telephone number including area code.

Method of Evaluation

Proposals will be evaluated and scored by an evaluation team. The evaluation will be based on the service provider's ability to deliver the same service and support requirements specified in the RFP and the elements listed below.

The proposal will be evaluated using the matrix below.

% Factor	Criteria
40%	Cost of E-rate eligible items/services
15%	Cost of E-rate ineligible items/services
20%	Total Solution – Ability to provide all services requested in the RFP including staffing and support
15%	Experience
10%	Client references

Certificate of Insurance

Throughout the term of this contract and for applicable statutes of limitation periods, vendor shall maintain in full force and affect the insurance coverage's set forth herein. Additional insurance requirements omitted may be requested and if so will be incorporated into the terms and conditions of the contract with the successful vendor.

All insurance policies shall be issued by companies authorized to do business in the State of Alabama and must have an A.M. Best Rating of "A" or better. **All insurance policies shall name and endorse the following as additional insured, Birmingham Board of Education, Birmingham City Schools, and Superintendent and their officers, agents and employees.**

Certificate of insurance shall be with proposal. If vendor fails to submit the required insurance certificate in the manner prescribed with the proposal, and if not submitted to Birmingham City School's Purchasing Department, in no event to exceed three (3) calendar days after request to submit certificate of insurance, the vendor will be in default and will be disqualified from further participation.

All vendors must provide proof of insurance and carry **minimum** types of insurance to include, but not limited to, the following:

Workers Compensation: workers compensation insurance, with statutory limits, shall apply to all employees in compliance with "Workers Compensation Law" of the State of Alabama and all applicable Federal Laws.

Business Automobile Liability Insurance: vendor shall carry Business Automobile Liability Insurance with minimum limits of \$2,000,000.00 per occurrence, combined single limit for bodily injury and property damage.

Excess Liability: vendor shall carry Excess Liability Insurance with minimum limits of \$5,000,000.00 per occurrence.

Commercial General Liability: vendor shall carry Commercial General Liability Insurance with limits of not less than \$2,000,000.00 per occurrence, combined single limit for bodily injury and property damage and the policy must include coverage for premise and operations, independent contractors products and completed operations fro contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations and personal injury.

Professional Liability (errors and omissions) insurance: vendor shall carry Professional Liability coverage that has a per occurrence limit of not less than \$1,000,000.00

Vendors insurance shall be endorsed to provide Birmingham City Schools with at least 30-calendar day's prior written notice of cancellation, non-renewal, restrictions or reduction in coverage limits.

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The vendor shall not commence operations, service or labor (of any type) to begin or complete this project, pursuant to the terms of this proposal and/or agreement until certification of proof of insurance is issued directly by the insurance company underwriting department, detailing terms and provisions of coverage, has been received and approved by Birmingham City School's Director of Purchasing.

If any insurance policies required under this proposal lapse during the term of the agreement or any extension or renewal of the same, vendor shall not be able to operate until such time Birmingham City Schools has received satisfactory evidence of reinstated coverage of the types of coverage's specified in this proposal effective as of the lapse date.

Vendor shall be responsible for assuring that the insurance certificate required, in conjunction with the proposal, remains in force for the duration of the contractual period. Vendor shall be responsible for submitting a new renewal insurance certificate to Birmingham City School's Director of Purchasing at a minimum of 60 calendar days in advance of expiration.

Such certificate shall provide that in the event of the cancellation of the policy or policies listed in such certificates, not less than **30 days** notice in writing shall be given to Birmingham City School's Director of Purchasing.

The vendor shall maintain in force at vendors own expense, such insurance as will protect vendor, Birmingham Board of Education, Birmingham City Schools, Superintendent, employees, agents and representatives from claims that may arise out of or result from the vendors execution of the work or services, whether such execution is by vendor, vendor employees, agents, subcontractors or by anyone for whose acts any of them vendor may be liable. The insurance coverage shall be such as to fully protect Birmingham Board of Education and Birmingham City Schools from any and all claims for injury and damages resulting from or by any actions on the part of the vendor or vendor's forces as enumerated above.

Non-Collusive Proposal Certification:

By submission of this proposal, the vendor certifies:

1. This proposal has been independently arrived at without collusion with any other vendor or with any competitor.
2. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals to any other vendor, competitor or potential competitor.
3. No attempt has been or will be made to induce any other person, partnership, company or corporation to submit or not to submit a proposal.
4. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the vendor as well as the person signing in its behalf.

Company: _____

Print/Type Name: _____

Authorized Signature: _____

Title: _____

Vendor Disclosure Statement

Vendor shall submit with their proposal a listing of any relationships of the vendor or its employees, with public officials and public employees, and family members of public officials and public employees who stand to benefit from said contract of proposal.

The disclosure shall include a description of any public officials, public employees, and family members of public officials and public employees that may result either directly or indirectly from the contractor's proposal.

The disclosure statement shall also require the vendor to list ay and all consultants and lobbyist for said contract or proposal.

To the greatest extent allowed by law, Birmingham Board of Education will not enter into any contract or appropriate any public funds with any vendor that refuses to provide such information.

_____ No, the above does not apply to my company.

_____ Yes, the above statement(s) does apply to my company. Attached is a complete listing of all individuals who stand to benefit from this contract or proposal.

Company: _____

Authorized Representative: _____ **Title:** _____

Signature of Authorized Representative: _____

Date: _____

NOTARY PUBLIC

Signature

Seal

Type Name

Date

My Commission Expires: _____

Drug Free Certificate – Continued

The forgoing instrument was acknowledged before me this _____ day of _____,
_____, by _____ as _____ (Title)
of _____ who is known to me to be the person
described herein, or who produced _____ as identification.

NOTARY PUBLIC

Signature

Seal

Type Name

Date

My Commission Expires: _____



**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 Contracts 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 business 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, material, equipment or professional

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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.