



BIRMINGHAM

CITY SCHOOLS

BUILDING LEADERS. IMPACTING THE WORLD.

REQUEST FOR PROPOSAL (RFP)

Math and English Language Arts for K-12

Intervention and Tiered Instruction

RFP #2023-19

Release Date: Tuesday, December 19, 2023

To Prospective Proposers:

Notice is hereby given that the Birmingham Board of Education (the "Board") will accept proposals for **RFP #2023-19, Math and English Language Arts for K-12 Intervention and Tiered Instruction**. Sealed proposal must be submitted to the Birmingham Board of Education, Purchasing Department, Room 202, 2015 Park Place North, Birmingham, Alabama 35203, by **2:00 PM CDT on Tuesday, January 9, 2024**. Proposals are due and will be opened at this time.

Faxed or emailed proposals are not acceptable. The Request for Proposal document is available on the District's website at <https://www.bhamcityschools.org/Page/332>. For important dates, please refer to 3.5 – RFP Schedule of Events.

Proposer may not withdraw proposal after the time set for the opening thereof, unless the award of the contract is delayed for a period exceeding ninety (90) calendar days. The Board reserves the right to reject any or all proposals, and to waive all formalities in proposing and to award the contract to the lowest responsible Proposer in accordance with applicable law.

It is not the policy of the Board to award contracts on the basis of price alone, quality and suitability to purpose and the needs of the Board being controlling factors. When applicable, warranty and maintenance agreement will be considered in determining the lowest responsible Proposer.

THE BOARD WILL NOT ACCEPT PROPOSALS THAT ARE LATE.

By: Edward McMullen

Edward McMullen, Director of Purchasing
Birmingham City Schools

Company:			Telephone:		
Address:			Fax:		
City:	State:	Zip Code:	Email:		
Typed/Printed Name			Title		
Authorized Signature			Date		
NO RESPONSE – I hereby submit a "NO RESPONSE" for the following reason(s):					
<input type="checkbox"/> Insufficient time to respond to RFP.			<input type="checkbox"/> Unable to meet insurance requirements.		
<input type="checkbox"/> Schedule will not permit us to respond.			<input type="checkbox"/> Remove our company from future correspondence.		
<input type="checkbox"/> We do not offer the product or service requested.			<input type="checkbox"/> Other _____		
<input type="checkbox"/> Unable to meet specifications.					

Please submit "No Response" via email to: purchasing@bhm.k12.al.us

ENVELOPE LABEL

SEALED PROPOSAL ENCLOSED

(To Be Opened By Purchasing Official Named Below)

Respondent's Name: _____
Primary Contact: _____
Respondent's Address: _____

Respondent's Email: _____

Submit Response To: Edward McMullen, Director of Purchasing
Birmingham Board of Education
Purchasing Department, Room 202
2015 Park Place North
Birmingham, Alabama 35203

Solicitation No. & Title: RFP #2023-19 – Math and English Language Arts for K-12 Intervention and Tiered Instruction
Solicitation Due Date & Time: Tuesday, January 9, 2024, 2:00 PM CDT

The proposal response must be in a sealed envelope (including those hand delivered envelopes/boxes by USPS or any other delivery or courier services).

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SECTION 1: INTRODUCTION

1.1 Purpose

The Birmingham Board of Education (the “Board”) is seeking proposals from vendors for the provision of Math and English Language Arts Interventions. The purpose of this RFP is to solicit proposals from experienced and reputable organizations to provide curriculum materials and resources for students to support differentiated and tiered instruction based on students' proficiency levels in math and reading.

The primary purpose of this initiative is to provide curriculum materials and resources that align with the Alabama Course of Studies and the Alabama Literacy and Numeracy Act. These resources will support differentiated and tiered instruction, enabling our teachers to address the diverse learning needs of our K-12 students effectively. The proposed services should include diagnostic assessments to inform instructional decisions.

1.2 District Background

The Birmingham City School District is located in the heart of the Birmingham/Metropolitan area in the center of a large, diverse, and culturally mixed community filled with a long rich history. In the business of educating children since 1874, our system is comprised of 43 schools that service the 99 neighborhoods located within the city where the education of over 20,000 students is our top priority.

The mission of Birmingham City Schools is to guide all students to achieve excellence in a safe, secure, and nurturing environment. The vision is that BCS will be a recognized leader in public education, meeting the needs of a diverse student population prepared to succeed in a global society.

For more information, please visit the District's website at www.bhamcityschools.org.

SECTION 2: SCOPE OF SERVICES/SPECIFICATIONS

2.1 Leveled reading material (texts – hard copies) to align with district ELA Reading Curriculum (Savvas) in grades K-5. The collection should include high-interest, popular, and culturally relevant titles.

- Leveled Libraries for Grades K-2 aligned to Alabama Course of Study/ACOS and district curriculum materials (Savvas)
- Leveled Libraries for Grades 3-5 aligned to Alabama Course of Study/ACOS and district curriculum materials (Savvas)

2.2. Classroom Libraries for K-5 teachers that will provide physical resources to support multiple reading abilities, student interests and reflect diverse and inclusive texts.

- Library should include a minimum of 100 books (Can be a combination of 25 book collections with no more than 2 copies of each book)
- Include diverse and inclusive literature and be multi-genre with a variety of texts.
- Can include teacher's guides with implementation strategies and/or EL and differentiation support.
- Support multiple levels of readers with grade appropriate text.
- Include storage bins for storing books (Can include book stickers for labeling)

2.3 Vocabulary Resources 3-5 to provide word study instruction based on students' reading levels (digital or hard copies).

- Vocabulary resources should include spelling and vocabulary activities, hands-on materials, digital activities, and support for students' development and growth.
- Lesson plans or guides to assist teachers in implementing the resources effectively.
- Allows for personalized instruction and practice
- Includes lessons/activities to support developmental spelling stages and small group instruction.

2.4. Take-home reading book sets for students in grades PreK-5 (five books/items hard copies only).

- Customized and authentic texts on grade level and featuring diverse reading materials.
- Each take-home reading book set should include a journal.
- Available in English and Spanish
- Must be prepackaged for quick distribution and include plastic carrying bag.
- Publisher will allow for customization of texts and/or theme

2.5. Math Intervention Materials Grades K-5 (can be digital).

- Resources aligned with the Alabama Course of Studies and the Numeracy Act.
- Structured by content domain and /or grade level
- Evidence based curriculum, focused on supporting the development of number sense, spatial skills, algebraic reasoning, problem solving and mental computations.
- Inclusion of diagnostic assessments to assess student needs.

2.6. Math Intervention Materials Grades 6- 12

- Math materials that supplement students' general education math class

- Provides focused/scripted math instruction that is targeted to students' strengths and needs
- Provides Engaging, active, and appropriately challenging-?
- Aligned with the Alabama Course of Study
- Evidence based curriculum, focused on supporting the development of number sense, spatial skills, algebraic reasoning, problem solving, proportional reasoning and mental computations.

2.7 Vendor Responsibilities

The Vendor shall:

- Assign an Account Manager who will manage the daily staff coverage, as well as be a key contact person for the District
- Recruit, screen, interview, and assign staff to perform duties as specified by the District
- Collect and process all required information for newly hired staff
- Pay the staff wages and provide them with the benefits that Vendor agrees to pay or provide to them.
- List the benefits in full and conditions of benefits.
- Perform all payroll functions including withholding and transmitting payroll taxes, unemployment insurance, and workers compensation payments.
- Process unemployment insurance and workers compensation claims involving staff.
- Grant paid and unpaid leave time pursuant to federal and state law and Vendor's policies and procedures.
- Review and resolve claims by staff for reasonable accommodation (ADA)
- Provide automated reporting/billing system.
- Support district with and coordinate staff placement and calling software application (Frontline Absence Management – formerly AESOP) including providing training to staff on use of system and extracting information for payroll processing.
- Provide or secure necessary and/or required training for all staff. Training may include Sexual Harassment, Sexual Conduct (Misconduct), Child Abuse & Neglect, Harassment, Intimidation, Suicide Prevention and Bullying (HIB), Student Data Privacy, and any other training the District deems necessary or is required by the Alabama Department of Education for school staff
- Verify work eligibility of staff prior to assignment in the district
- Ensure all staff possess all required licenses and certifications prior to assignment in the district
- Maintain and update records of certificates, trainings and licenses as mandated by federal and state law and District requirements for all staff
- Ensure all staff who will have direct, unsupervised contact with students have required background checks and fingerprinting completed and do not appear on any Sex Offender Registry prior to assignment in the district
- If requested, provide references, background clearances (TBI, FBI, and/or DCS), and/or resumes.
- Coordinate with the District the preparation of all federal and state reports regarding staff
- Oversee and manage evaluative and disciplinary manners for staff

- Ensure all staff comply with all regulations, guidelines, and policies prescribed for employees of the District under Alabama State Law. All staff shall perform tasks in accordance with District policies
- Communicate regularly with District staff regarding any concerns and attend team meetings with staff as requested by the District
- Monitor fill rates and provide reports to the District on a regular basis to ensure that the District's needs are being met (with the goal that services provided meet 98% or greater OR 100% fill rate on a regular basis)
- Pay staff no less than the salary/daily rate/hourly wage they earned in the District during the fiscal year; and
- Furnish to the District a complete list of staff, including physical and mailing addresses, qualifications, and assignments.

The Vendor shall also agree to the following:

- Comply with all local, state, and federal rules, regulations, statutes, ordinances, and laws applicable to the Vendor and its business required to perform the services requested
- During the term of this contract and any extensions, insurance, renewals, or replacements thereof shall remain in force
- Responsible for compliance to all applicable laws relating to its employees, such as wages and hour laws, safety and health requirements, and collective bargaining laws
- Responsible for payment of all salaries, wages, bonuses, Social Security, Workers' Compensation, taxes, Federal and State Unemployment Insurance, Liability and Workers' Compensation Insurance, employee benefits, and any and all taxes related to employees furnished under FICA taxes and shall provide Workers' Compensation for its employees
- Confidentiality: In accordance with all applicable laws, regulations, and procedures, the staff provided by the Vendor shall maintain strict confidentiality of all information and records which the staff provided by the Vendor may come in contact with or be privy to in the course of providing services
- Rate must include all labor, travel, and miscellaneous expenses necessary to complete staff services provide. NO additional fees may be charged.
- Must have adequate staff to fulfill the demand for staff coverage for the District's absences.
- Must have a viable pool of staff to provide services in the absence of a staff member who is unwilling or unable to provide services for all, or any part of the day.
- Must be able to provide staff for vacant positions effective the first day.
- Must be able to provide staff within 2 hours of notification of a staff request for absences and/or vacant positions.

2.8 Vendor Conduct

The Vendor and the staff provided by the Vendor shall adhere to proper conduct at all times. Proper conduct is meant to include, but not limited to the following:

- There shall be no weapons, drugs, or alcohol on the premises.
- No smoking (including electronic cigarettes) on the premises.
- No exterior doors are left opened or unlocked on Birmingham City Schools premises.
- To preserve campus security, the opening of locked exterior doors for patrons and parents is not permitted.
- The Vendor and staff provided by the Vendor shall be professional, courteous, polite, and able to effectively always communicate with staff and students.
- All staff will report to work in appropriate dress and demeanor; and
- Vendor and staff provided by the Vendor must adhere to any and all security standards, requirements and/or regulations of each school and school district.

2.9 District Provisions

The District shall:

- Provide all necessary supplies, equipment, and workspace for the staff
- At its discretion, the District or authorized representative may conduct face to face interviews with the Vendor's proposed candidates for employment prior to the assignment to the District
- Upon verbal or written notice to the Vendor, the District or the authorized representative shall have the right to refuse service of any Vendor's employee at any time.

SECTION 3: INSTRUCTIONS TO PROPOSERS

3.1 Minimum Eligibility Requirements

The District has established minimum qualifications that Proposers must meet in order for the Proposer's response to be considered responsive.

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 Executive Summary and specific information as necessary to demonstrate satisfaction of each requirement as outlined below.

1. Proposer delivers a proposal organized according to the RFP and has addressed each requirement completely. Where requested has included descriptive information, literature and drawings that are sufficient in detail and organized to demonstrate compliance with request or specifications and has provided complete pricing as requested.
2. Proposer has been in business and provided goods and/or services for a minimum of three (3) years.
3. Proposer has a minimum of **three (3) references** of similarly completed services, or services in progress, which demonstrate the responding firm's expertise and capabilities in similar services as outlined in the RFP. The Board reserves the right to utilize any other references other than what is provided by the Proposer.
4. Proposer is in good standing with federal, state, and municipal jurisdictions to conduct business with the District and is not under investigation or engaged in litigation that would hinder the conduct of business.
5. Proposer must provide all applicable federal and state professional licensing requirements.
6. Proposer must provide all required notifications and forms included as requested in this RFP.
7. Proposer has presently, or will have at the time of implementation, the professionals, and supporting staff necessary to deliver the proposed goods and/or services throughout the District in a timely manner.
8. Proposer is fully capable of delivering a solution inclusive of all required goods and/or services described herein as a part of their proposed solution.

3.2 State of Alabama Immigration Law (Act 2011-535)

By submitting a proposal to this RFP, the Proposer agrees that it will fully comply with the State of Alabama Immigration Law (Act 2011-535), as amended. The Proposer shall enroll in the E-Verify Program prior to performing any work, or continuing to perform any on-going work, and shall remain enrolled throughout the entire course of its performance of the contract awarded pursuant to this RFP. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Visit the U.S. Department of Homeland Security's website at www.uscis.gov/everify to:

- Print a Memorandum of Understanding (MOU), if previously enrolled in E-Verify.

- Enroll in E-Verify, if not currently enrolled in E-Verify.

Alabama E-Verify Employer Agent Service:

Alabama businesses with 25 or fewer employees may elect to use the Alabama E-Verify Employer Agent Service.

Contact Information:

Online: <http://immigration.alabama.gov/eVerify.aspx>

Phone: 855-837-4396

Proposer shall provide written certification of compliance with Section 9 of the State of Alabama Immigration Law (Act 2011-535), **See Attachment G – Certification of Compliance.**

3.3 Contract Term

The initial contract term shall be for three (3) years with two (2) additional one (1) year renewal options, not to exceed five (5) years under the same terms and conditions indicated herein.

3.4 Additional Purchases

The Board reserves the right to purchase this service for additional, yet unidentified schools/locations, under the same pricing and specifications as outlined in this RFP.

3.5 RFP Schedule of Events

The schedule set forth herein represents the Board's anticipated schedule for this RFP. The Board reserves the right to modify dates at its discretion. The schedule is as follows:

EVENT	DATE
Release and Post RFP	Tuesday, December 19, 2023
Deadline to Submit Questions	Tuesday, January 2, 2024, 3:00 PM CDT
Release and Post Addendum - Response to Questions	Friday, January 5, 2024, 4:00 PM CDT
Proposals Due	Tuesday, January 9, 2024, 2:00 PM CDT
Board Approval	TBD
Anticipated Start Date	TBD

3.6 Proposer Inquiries

Any questions regarding this Request for Proposal should be referred to the contact below:

Edward McMullen, Director of Purchasing
Birmingham Board of Education
Purchasing Department, Room 202
2015 Park Place North
Birmingham, Alabama 35203

Email: purchasing@bhm.k12.al.us

Telephone inquiries are not acceptable. All questions must be submitted in writing via email to purchasing@bhm.k12.al.us on or before **Tuesday, January 2, 2024, by 3:00 P.M. CDT. Questions will not be accepted after the deadline.** Please read the document in its entirety. Questions which are already answered within the RFP, may not be addressed. Response to questions will be posted on the District's website (**See 3.8 Addenda**).

3.7 Representatives

Any advice, approvals, or instructions given by Board staff, technical personnel or other representatives to any Proposer are expressions of personal opinion only and do not alter or amend the RFP document. Only addenda can modify documents. All questions must be directed to the Director of Purchasing.

3.8 Addenda

Any clarification of the RFP documents will be made by addenda. The Director of Purchasing shall issue addenda to the RFP documents in response to modifications, clarifications or for any other reason the Board considers advisable. Once issued, an addendum becomes a part of the RFP documents. **Addenda will be posted on the BCS website at <https://www.bhamcityschools.org/Page/332>. It is the Proposer's responsibility to view the website for updates and addenda concerning this Request for Proposal.**

Proposer must acknowledge receipt of addenda by completing **Attachment C - Addenda Acknowledgement Form**.

3.9 Proposal Due Date

Proposals must be received in the Purchasing Department on or before **Tuesday, January 9, 2024, by 2:00 PM CDT**.

Faxed or emailed proposals will not be accepted. Proposals must be submitted in sufficient time to be received and time/date stamped by the Purchasing Department in Room 202 on or before the proposal due date and time.

Proposers shall submit **one (1) original hard copy** and **one (1) electronic copy (PDF)** of the complete proposal response and **one (1) original Proposal Sheet (See Attachment A)** in accordance with the instructions below:

- The original shall be in a 3-ring binder with sections and tabs, labeled **"ORIGINAL"** and contain original signatures in ink.
- The electronic copy shall be on a USB flash drive and labeled with the **"PROPOSER'S NAME and RFP NUMBER."**
- The Proposal Sheet and additional pricing information shall be in a separate sealed envelope and labeled **"PROPOSAL SHEET."**

The proposal response must be in a sealed envelope (including those hand delivered, envelopes/boxes by USPS or any other delivery or courier services).

Proposers shall complete the envelope label (See Page 2) with all appropriate information and affix it to the outside of the sealed envelope containing the response. This will assist in the proper processing of the response and avoid revealing the contents of the envelope until the official solicitation opening date and time.

The District shall not be responsible for proposals delivered late by the United States Postal Service (USPS), or any other delivery or courier services.

The District shall not be responsible for late proposals delivered to the mailroom or other locations within the Central Office. Proposals must be received in the Purchasing Department on or before the date and time indicated above.

Proposals received after the due date and time will not be considered.

3.10 Prime Proposer

Only one (1) proposal from any one Proposer will be considered. In the event that multiple Proposers submit a joint proposal, identify a single Proposer as the Prime Proposer. The Prime Proposer is responsible for administering the overall project, coordinating, and monitoring plans and schedules, status information, administering necessary changes, and overseeing the preparation of reports and presentations. **In no event will the Board consider multiple submissions from the same Proposer.**

3.11 Proposal Opening Date

Proposals will be opened in the Purchasing Office, Room 202 located at 2015 Park Place North, Birmingham, Alabama 35203 on the proposal due date and time.

No information or opinion concerning the ultimate outcome will be given while consideration of the award is in progress. All proposals shall remain open for ninety (90) calendar days from the proposal due date pending evaluation and award.

3.12 Proposal Preparation

Proposers will prepare proposals in accordance with the following:

1. All proposals shall be typewritten or filled in with pen in black or blue ink. Proposals having erasure or corrections must be initialed by the Proposer in ink. All proposals must be signed in ink by an officer or employee having authority to legally bind the Proposer.
2. Unit prices will be shown when called for on the proposal sheet. In the event there is a conflict between the unit price and total price, the unit price will be used in determining the correct total price.
3. The Birmingham Board of Education is exempt from Federal excise and Alabama sales and use taxes. Prices quoted shall not include Federal excise or state sales and use taxes. A Tax-Exempt Certificate will be provided upon request. However, the Proposer shall be responsible for payment of all sales, use, lease, ad valorem and any other taxes that may be levied or assessed due to the transaction.
4. By submitting a proposal, each Proposer certifies that it is a duly qualified, capable, and bondable business entity, that it is not contemplating bankruptcy.

5. In setting forth these specifications, it is our intention and desire to offer equal opportunity to all Proposers, within the framework of standards of quality and design herein established. The specifications indicate the quality and services desired or acceptable, but the quality of the item and services on which proposals are submitted must, in all cases, **be equal or better in quality**.

3.13 Proposal Submittal Items

The information and forms shall be completed, signed by an officer, or authorized representative of the company and included as part of the proposal. Failure to comply with RFP submittal requirements may be grounds for proposal rejection.

- A. Submit 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. Present pricing in separately sealed envelope.
- 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 may be necessary, which, in and of itself, could change the Proposer of choice.
- C. The proposal should be separated by Tabs identifying each Section as outlined below:

Tab 1	Table of Contents
Tab 2	Executive Summary
Tab 3	Proposer's Qualifications and Experience <ul style="list-style-type: none">- Proposer Information- Project Information- Additional Capabilities
Tab 4	Staff Qualifications and Experience
Tab 5	Solution Qualifications <ul style="list-style-type: none">- Project Approach- Methodology- Training- Implementation Plan- Project Management Plan- Quality Assurance Plan
Tab 6	Exceptions and Conflicts of Interest
Tab 7	Required Forms (See Attachments)
Tab 8	Appendix <ul style="list-style-type: none">- Bid Security (See 4.3)- Product Literature
Separate Sealed Envelope	Pricing/Cost (See Attachment A)

Tab 1 Table of Contents

- The Table of Contents and proposal will conform to the order, headings and subheadings of this RFP as appropriate (Include page numbers).

Tab 2 Executive Summary

- On company letterhead, include an abstract, stating the Proposer's understanding of the nature and scope of the goods and/or 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.
- Address all Minimum Eligibility requirements with a statement of compliance for each.
- This letter is to be signed by an officer agent of the Proposer who is authorized to legally bind the Proposer.

Tab 3 Proposer's Qualifications and Experience

- a. Include the following Proposer Information (and for each Subcontractor):
 - Company name, parent company name.
 - Address, city, state, and zip code of business office.
 - Federal Tax ID number
 - Accounts receivable contact name, title, phone, email, address, city, state, and zip.
 - Account Executive / Primary Project Manager's contact name, title, phone, email, address, city, state, and zip.
 - State the nature and scope of the business.
 - State the business philosophy and mission statement.
 - Length of time the company has been doing business in the state.
 - Size of the organization.
 - Number of years in business and years providing **Math and English Language Arts for K-12 Intervention and Tiered Instruction**.
 - Provide certifications and credentials held by the company. Indicate if your company is a certified Minority-Owned Business Enterprise (MBE), certified Women-Owned Business Enterprise (WBE) or certified Disadvantage Business Enterprise (DBE).
 - E-Verify Documentation - Copy of E-Verify Memorandum of Understanding (MOU), if applicable.
- b. Include the following Project Information:
 - Provide three (3) of the most similar contracts, preferably K-12 educational or governmental agencies, or related engagements that Proposer is currently engaged in within the past three years.

Each reference shall include the client's name, contact name, title, telephone number, email address, contract value, contract start date and end date.

c. Additional Capabilities:

- Describe other qualifications that may be used to assess Proposer's capabilities. Please note that the District recognizes that the information requested may not apply in full to the goods and/or services in this RFP, but the highest point levels will be awarded to those proposals where the respondent has clearly described additional reasons that the District may consider in establishing an enhanced and more productive business partnership.

Tab 4 Staff Qualifications and Experience

- A brief organizational chart showing the positions that will be involved with this project.
- The number of years of experience for staff providing the desired goods and/or services.
- Abbreviated resumes of individuals that will have a direct role in the delivery and supervision of this project, demonstrating their experience and capabilities in the K-12 market.
- Provide certifications and credentials held by the staff handling this project.

Tab 5 Solution Qualifications

- Structure the responses in this section in such a way that the responses completely and clearly address all requirements, specifications, and conditions of this RFP.

In addition, clearly identified subsections that address the following:

- a. Project Approach - Provide a comprehensive description of the approach to providing the goods and/or services required in the Scope of Services.
- b. Methodology - Please include methods and tools used that have been successful in managing projects.
- c. Training - Please include a description of the training process and materials to be developed.
- d. Implementation Plan - Please include a realistic implementation plan and migration strategy from the District's current service/platform to your solution and company.
- e. Project Management Plan - Please include the project management process that your organization utilizes to effectively coordinate, oversee, administer, and deliver the proposed goods and/or services.
- f. Quality Assurance Plan - Please indicate established processes and procedures to ensure that goods and/or services and records are maintained as required and in compliance with the contract provisions and applicable laws.

Tab 6 Exceptions and Conflicts of Interest

- Note any exceptions to the requirements and conditions where applicable. If exceptions are not noted, the District assumes that the Proposer's proposal meet stated requirement and any discovered deviation will result in disqualification of the proposal.

- Address the potential, if any, for conflicts of interest, and compliance with federal, state, and local laws, statutes, and regulations, in particular, those addressing conflicts of interest.

Tab 7 Required Forms

- Include all required forms.

Tab 8 Appendix

- Include Bid Security.
- Submit product literature for goods and/or services offered. Literature shall have sufficient detail to indicate whether there is compliance with the specifications for the respective goods and/or services offered.

Pricing/Cost (Separate Sealed Envelope)

- Complete the Proposal Sheet (**See Attachment A**). Provide additional supporting information as required to clarify pricing.
- It is not the policy of the Birmingham Board of Education to award contracts on the basis of price alone, quality and the proposal that best meets the requirements of this RFP being controlling factors.
- Proposers shall submit pricing/cost including expenses and one-time fees necessary to accomplish the objectives, tasks and provide the deliverables outlined in this RFP.

3.15 Evaluation

3.15.1 Process

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

Step 1: Minimum Eligibility – To be considered for contract award and to be further evaluated, Proposer must meet or exceed the minimum eligibility requirements. Failure to comply and meet minimum eligibility requirements will disqualify the proposal and will end further consideration of the proposal response (**See 3.1**).

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

Step 2: Proposer Experience and Qualifications Evaluation - This step evaluates the strengths of the Proposers submitting the proposal. The Selection Committee will individually score the proposals on the basis of Proposer Qualifications such as: knowledge and experience relevant to school-related projects providing **Operations Staffing Services** as specified and requested.

Step 3: Solution Evaluation - This step evaluates the strengths of the solutions submitted in the proposal. The Selection Committee will individually score the proposals on the basis of Solution Qualifications as specified and requested which includes the methodology, functionality, implementation, quality assurance plan and added value propositions included in the solutions that are proposed.

Step 4: Financial Evaluation – Point values will be assigned to the cost and pricing strategy provided in the proposal. This step evaluates the prices submitted for required goods and/or services and the added value propositions for funding and pricing.

- c. The scores earned by each Proposer and through 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 Birmingham Board of Education to award to the successful Proposer.

3.15.2 Evaluation Criteria

- a. Proposals will be scored according to the three (3) proposal evaluation criteria as indicated below:

Evaluation Criteria	Maximum Score
Minimum Eligibility <i>Proposer must meet minimum requirements for further consideration</i>	
I. Proposer Experience and Qualifications	25
II. Solution Qualifications	25
III. Benefits	25
IV. Cost	25
Total Points:	100

3.16 Award

It is the intent of the Board to award the contract to multiple proposers. The contract will be awarded on evaluation of proposals considering all essential factors and in a manner that will best serve the interest of the Birmingham Board of Education. It is not the policy of the Board to award contracts on the basis of price alone, quality of service and suitability to purpose and the needs of the Board being controlling factors.

The Board **may** award the contract to the lowest responsible Proposer submitting the best overall proposal, best line-item proposal or may reject any or all proposals.

A refusal by the first lowest responsible Proposer may result in the proposal being awarded to the next lowest responsible Proposer meeting requirements and specifications.

3.16.1 Process

- a. The District reserves the right to supplement, amend, or otherwise modify this RFP at any time prior to the selection of a Proposer.
- b. The District intends to make awards only to Proposers that have complied with the terms, conditions, and requirements of the RFP. The award will be based on the combined scores for proposals as outlined in the Evaluation Process.
- c. Based upon the results of the evaluation, the District, at its sole discretion, may: recommend an award to the top ranked Proposer; may short list the top ranked Proposers for further consideration; or may reject all proposals received.
- d. In the event that the District chooses to create a finalist pool of Proposers or simply determines all proposals require deeper exploration by the District, the District may request and offer the Proposers invitations to present their solution and address the Selection Committee. During this interactive

presentation process, no alterations to the submissions of the original proposal shall be allowed, however, clarifications of proposals will be allowed.

- e. 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.

3.16.2 Award

- a. Final award will be made to the Proposer offering the solution deemed to be the best advantage to the District. The District will be the sole judge in making such determination. Although cost is a 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 a Selection Committee. The results will be presented to the Executive Selection Committee. The Executive Selection Committee will review results and recommend the final Proposer to the Birmingham Board of Education who will engage the contract. Final award of this proposal is contingent upon the approval of the Birmingham Board of Education.
- c. Proposers responding to this RFP will be notified of an award recommendation by the Purchasing Department.
- d. Selection of a successful proposal is not the end of the contractual process; further negotiation over the contract terms and conditions may be necessary, which, in and of itself, could change the Proposer of choice.

3.17 Additional Information

Proposer should include any additional information (on separate sheets) that is believed to be pertinent but not explicitly asked for elsewhere in the Request for Proposal.

3.18 Withdrawal of Proposal

No proposal may be revised unless a written modification is signed in the same manner as the proposal is actually received by the Director of Purchasing before proposal opening time. Proposals may be withdrawn by the Proposer prior to opening time by presentation of written request to withdraw, signed in the same manner as the proposal and received by the Director of Purchasing prior to proposal opening time. No proposal shall be withdrawn or modified after the time set for proposal opening.

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.

3.19 Late Proposal

Proposals received after the date and time set for the proposal opening will not be considered.

3.20 Rejection of Proposal

The Board may reject a proposal, but not limited to the following, if:

1. The Proposer misrepresents or conceals any material fact in the proposal.
2. The proposal does not conform to the RFP documents.
3. The proposal does not comply with requirements, specifications, and conditions of the RFP document.
4. It is deemed in the best interest of the Board.

3.21 Acceptance of Proposal

Upon acceptance of a proposal by the Board and issuance of a contract award or purchase order by the Director of Purchasing, the successful Proposer will deliver the items as specified at the stated price, within the time specified, and in accordance with all provisions of the RFP documents.

3.22 Protests

Any protest to the Board for consideration of any proposal must be submitted in writing and received by the Director of Purchasing no later than five (5) business days after date of Notice of Intent to Award. The Director of Purchasing will send a written reply to the protesting Proposer.

3.23 Disputes and Appeals

Birmingham Board of Education is the final authority on issues relating to this contract. The Director of Purchasing is the Birmingham Board of Education and Birmingham City School's representative in the award and administration of this contract, and will issue and receive all documents, notices, and correspondence.

If a protest is not resolved to a Proposer's satisfaction, the Proposer may submit a notice of appeal to the Superintendent of Schools through the Director of Purchasing within five (5) business days from the Proposer's receipt of a reply to the protest. The decision of the Birmingham Board of Education is final and conclusive and binding on all parties concerned.

3.24 Cost of Preparation, Submitting Proposal/Oral Presentation

All cost related to the preparation and submission of the proposal and oral presentation(s) shall be borne by the Proposer. The District will not be liable for any delay in acting upon proposals.

SECTION 4: TERMS AND CONDITIONS

4.1 Proposal Validity Period

Each Proposer agrees that its proposal will remain firm and subject to acceptance by the Board for a period of ninety (90) calendar days from the proposal opening date.

4.2 Disposition of Proposal

All material submitted in response to this Request for Proposal shall become the property of the Birmingham Board of Education.

4.3 Bid Security

☒ **Bid Security, Not Required**

4.4 Insurance Requirements

The successful Proposer shall provide the Purchasing Department a current Certificate of Insurance (COI) as evidence of the required types of insurance and minimum liabilities specified in **Attachment B - Insurance Requirements Form**.

Upon notice of award, the COI must be submitted to the Purchasing Department within five (5) business days of notice. Proposer will not be issued a purchase order or contract before receipt of a COI. Therefore, the Proposer shall not commence work on the project until after the Purchasing Department is in receipt of a COI.

The Board reserves the right to terminate any resulting contract if the Proposer fails to keep these policies in force for the specified amounts or for the duration of the contract term.

4.5 Orders

Purchase Orders are required for all orders. Proposers shall not accept or deliver orders without the issuance of a Purchase Order. Proposers shall not accept or deliver orders against a requisition number.

4.6 Purchase Orders

Proposer shall not accept orders or perform any work prior to the receipt of a purchase order from Birmingham City Schools. A purchase order issued by the Purchasing Department is the only legal authorization for Proposers to perform services or provide commodities to the District.

A commitment, either written or verbal, from District employees without a purchase order issued by the Purchasing Department does not constitute an obligation by the District to a Proposer. Proposers that perform services or provide commodities without a purchase order issued by the Purchasing Department do so at their own risk and at risk of non-payment.

4.7 Invoicing and Payment

Each order will be on a separate invoice and sent to the Accounts Payable Department. Vendor must submit original invoices for payment.

At a minimum, invoices will include:

1. Name, address, and telephone number of the Vendor.
2. The purchase order number.
3. Accurate listing of goods and/or services.
4. Quantity, applicable unit prices, total prices, and total invoice amount.
5. Any additional information specified by the Request for Proposal.

All invoices should be mailed to:

Birmingham Board of Education
ATTN: Accounts Payable
2015 Park Place North
Birmingham, Alabama 35203

Email: accountspayable@bhm.k12.al.us

cc:

- Upon satisfactory delivery and acceptance of goods and/or services and submission of an invoice, Birmingham City Schools will make payment to the address shown on the purchase order.
- No invoice shall be paid until all goods and/or services have been provided by the Vendor and verified by BCS staff/requestor.
- Payment terms are Net Thirty (30) Days.
- The District will not pay any penalties for late payment of invoices.
- The District is exempt from State sales tax. All federal and state taxes and fees that can be eliminated in sales to public school systems in the State of Alabama should not be included in the proposed price.

4.8 Gratuities

The Board may terminate this contract if the Board finds, after notice and hearing, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of the Birmingham Board of Education to secure favorable treatment with respect to the awarding, amending or making of any determination with respect to the performance of the contract.

4.9 School District Regulations

The Proposer shall follow all applicable Birmingham City Schools policies and regulations while on School District property, including the no alcohol, no tobacco products, no weapons, and drug-free policies.

Displays and/or verbiage, including those on vehicles, shirts, or hats of tobacco, illegal drugs, alcoholic beverages, firearms, profane or obscene language or gestures, is prohibited in accordance with School Board Policies.

News releases including, but not limited to, commercial advertising, pertaining to this project may not be made without prior written approval from the District.

4.10 Identification

A photo identification badge is required for all workers and firms. Proposers shall be required to have all its employees, subcontractors 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.

4.11 Cancellation/Termination

Failure by either party to perform any of its provisions will constitute a default and breach of contract, in which case, the other party may require corrective action within ten (10) calendar days from the date the defaulting party receives written notice citing the nature of the breach. Failure of the defaulting party to take corrective actions or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) calendar days will authorize the other party to terminate this agreement by written notice.

Birmingham City Schools may terminate all or any part of a subsequent award or contract by giving notice of default to awardee. If the awardee: (1) refuses or fails to deliver goods and/or services within the time specified; (2) fails to comply with any provisions of this RFP or so fails to make progress as to performance, 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/or services delivered and accepted as of the date of termination.

Birmingham City Schools may terminate for its convenience at any time, in whole or in part any subsequent award or contract. In which event of termination for convenience, the school district's sole obligations will be to reimburse Proposer for: (1) those goods and/or services actually shipped/performed and accepted up to the date of termination; and (2) cost incurred by Proposer for unfinished goods and/or services, 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.

Birmingham City Schools may, during the contract period, terminate or discontinue the purchase of goods and/or services covered in this RFP at the end of the District's then current fiscal year and upon thirty (30) calendar days prior written notice to the awardee.

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 RFP 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.

4.12 Non-Discrimination

Birmingham Board of Education is committed to ensuring equal opportunity in and equal access for Proposers regardless of race, color, religion, national origin, gender, age, disability, or sexual orientation. In this regard, the Board encourages Proposers to show a good faith effort to purchase goods, services and materials from minority and women owned suppliers and contractors.

Proposer shall not discriminate against client, employee, or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, marital status, or medical status. Proposer shall comply with all applicable sections of the American with Disability Act.

4.13 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 Proposer, only the exemption claimed.

4.14 Permits and Licenses

Proposers shall, at their own expense, obtain all necessary permits and licenses and shall comply with all applicable local, state, and federal laws, codes, ordinances, rules, and regulations necessary for the full execution of the requirements stated herein. Proposers shall maintain all such permits, licenses, and compliances in a current status throughout the course of the contract.

4.15 Independent Contractor

The successful Proposer awarded the contract will be an Independent Contractor and not an employee of the Birmingham Board of Education.

4.16 Subcontractors

At the award of contract, the District will determine the acceptability of proposed Subcontractors. If, by using the same criterion as the Proposer, the District determines that a proposed Subcontractor is not acceptable, the Proposer shall propose a substitute Subcontractor that is acceptable to the District. Proposer shall make no substitution for Subcontractor unless approved in writing by the District.

The District's approval of a Subcontractor 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 Subcontractor and their employees.

The Proposer shall require each Subcontractor 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 Subcontractor. If requested by the District, the Proposer shall provide a copy of the contract between the Proposer and Subcontractor for review.

4.17 Delegation, Subcontracts and Assignment

The Proposer will not, without written consent of the Board, make any contract with any other entity for furnishing any of the completed or substantially completed services covered by this contract or assign its obligations under this contract.

4.18 Procurement Rules

The Proposer is solely responsible for the accuracy and completeness of its proposal. Errors or omissions may be grounds for rejection of the proposal.

4.19 Force Majeure

In the event that the performance by either party of any of its obligations under this contract is interrupted or delayed by events outside of their control such as acts of God, war, riot or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.

4.20 Governing Laws, Ordinances and Regulations

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

The services and contract will be operated in compliance with all applicable city, county, state and federal laws, ordinances, and regulations.

4.21 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 on 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.

Proposers shall hold the District harmless pursuant to security and protection of information marked proprietary or confidential.

4.22 Public Disclosure

Subject to applicable law or regulations, the content of each Proposer's proposal submission shall become public information upon the effective date of any resulting contract.

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

4.23 Pending Legal Actions

Proposer must identify any lawsuits or other legal proceedings against Proposer, which pertain to any of the goods and/or services, which are a part of Proposer's proposal. Proposer must attach a copy of it and state with specificity the current status of the proceedings.

4.24 Warranty of Price

Birmingham City Schools will pay the price for goods and/or services specified by the Proposer's proposal. The Proposer warrants its price to be no higher than the Proposer's current prices on services by others for identical services covered by this Request for Proposal for others for similar services, under similar conditions, and methods of purchase. During the course of this contract, the Proposer will inform Birmingham City Schools, and give Birmingham City Schools the opportunity to take advantage of any price decrease on services requested by similar customers.

4.25 Right to Purchase Elsewhere

The Board will not actively solicit proposals and quotations or otherwise test the market solely for the purpose of seeking alternative sources for the specified goods and/or services. If the contract term(s) are not met, the Board reserves the right to enter into a contract with the next lowest responsible Proposer for all goods and/or services covered by this contract.

EXHIBITS

EXHIBIT 1 District Calendar

2023-2024 BCS District Calendar

July 2023

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2023

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2023

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July

4 Independence day

August

1,2 & 3 Professional Development Days
4 Teacher Work Day
7 Students' First Day

19 # Student Days
23 # Teacher Days

January 2024

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024

Su	M	Tu	W	Th	F	Sa
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2024

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

June 2024

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

January

1 Winter Holiday
2 e-Learning Day / Teacher Work Day
3 Students Return to School
11 Report Cards Go Home
15 Martin Luther King Jr. Day
16-19 Winter Intercession
17 # Student Days and # Teacher Days

February

8 Progress Reports Go Home
19 Presidents' Day
20 e-Learning / Teacher Work Day

20 # Student Days
20 # Teacher Days

March

15 End of 3rd Grading Period
18-22 Spring Intercession
25-29 Spring Break

11 # Student Days
11 # Teacher Days

Report card

4 Report Cards Go Home

22 # Student Days
22 # Teacher Days

May

2 Progress Reports Go Home
3 e-Learning / Teacher Work Day
27 Memorial Day
6-10 Final Exams Window

22 # Student Days
22 # Teacher Days

June

4 Students' Last Day / End of the 4th Grading Period
5-6 Professional Development Days
7 Last Day for Teachers / Teacher Work Day
13 Report Cards Go Home
19 Juneteenth
2 # Student Days
5 # Teacher Days

EXHIBIT 2
Schools

School	Address	Zip Code
Elementary (20)		
Avondale	4000 8th Court South	35222
Barrett	7601 Division Avenue	35206
Brown	4811 Court J	35208
Central Park	4915 Avenue Q	35208
EPIC	1000 10th Avenue South	35205
Glen Iris	1115 11th Street South	35205
Hemphill	714 12th Street SW	35211
Huffman Academy	1212 Cheyenne Boulevard	3515
Norwood	3136 Norwood Boulevard	35234
Martha Gaskins	200 Dalton Drive	3515
Minor	2425 Avenue S Ensley	35218
Oliver	6871 6th Court South	35212
Oxmoor Valley	3600 Sydney Drive	35211
Princeton	1425 2nd Avenue West	35208
Robinson	8400 1st Avenue South	35206
Sun Valley	1010 18th Avenue NW	3515
Tuggle	412 12th Court North	35204
West End Academy	1840 Pearson Avenue SW	35211
Wylam	701 Erie Street	35224
K-8 (7)		
Christian	725 Mountain Drive	35206
Hayes	505 43rd Street North	35222
Hudson	3300 F.L. Shuttlesworth Dr.	35207
Inglenook	4120 Inglenook Street	35217
Phillips Academy	2316 7th Avenue North	35203
South Hampton	565 Sheridan Rd. Pratt City	35214
Washington	115 4th Avenue South	35205
Middle 6-8 (8)		
Bush Hills Academy	901 16th Street West	35208
Green Acres	1220 67th Street Ensley	35228
Huffman	517 Huffman Road	3515
Jones Valley	2000 31st Street SW	35221
Ossie Ware Mitchell	501 81st Street South	35206
Putnam	1757 Montclair Road	35210
Smith	1124 Five Mile Road	3515
Wilkerson	116 11th Court West	35204

EXHIBIT 2
Schools
(Continued)

School	Address	Zip Code
High (7)		
Carver	3900 24th Street North	35207
Huffman	950 Springville Road	3515
Jackson-Olin	1300 Avenue F, Ensley	35218
Parker	400 Rev. Abraham Woods Jr. Blvd.	35204
Ramsay	1800 13th Avenue South	35205
Wenonah	2800 Wilson Road SW	35221
Woodlawn	5620 1st Avenue North	35212
Dupuy Alternative School	4500 14 th Avenue North	35212

Total Schools: 43

EXHIBIT 3

Student Enrollment by Grade Level

Grade	Enrolled
PreK (98, 99)	987
Grade K (00)	1644
Grade 1 (01)	1675
Grade 2 (02)	1714
Grade 3 (03)	1698
Grade 4 (04)	1657
Grade 5 (05)	1631
Grade 6 (06)	1465
Grade 7 (07)	1446
Grade 8 (08)	1440
Grade 9 (09)	1562
Grade 10 (10)	1445
Grade 11 (11)	1372
Grade 12 (12)	1075

EXHIBIT 4
Teacher Count by Grade Level

Grade Level	Count of teachers with 10 or more students
Homeroom 01	81
Homeroom 02	81
Homeroom 03	82
Homeroom 04	79
Homeroom 05	74
Homeroom 06	60
Homeroom 07	71
Homeroom 08	84
Homeroom 09	64
Homeroom 0K	59
Homeroom 10	59
Homeroom 11	51
Homeroom 12	50
Homeroom PK	61

EXHIBIT 5
Positions and Job Descriptions

JOB TITLE:
JOB DESCRIPTION:
DUTIES AND RESPONSIBILITIES:
QUALIFICATIONS:
PHYSICAL REQUIREMENTS: Physical strength, mobility, dexterity, stamina, and acuity are required to perform job responsibilities.

Positions and Job Descriptions Continued

JOB TITLE:
JOB DESCRIPTION:
DUTIES AND RESPONSIBILITIES:
QUALIFICATIONS:
PHYSICAL REQUIREMENTS: Physical strength, mobility, dexterity, stamina, and acuity are required to perform job responsibilities.

Positions and Job Descriptions Continued

JOB TITLE:
JOB DESCRIPTION:
DUTIES AND RESPONSIBILITIES:
QUALIFICATIONS:
PHYSICAL REQUIREMENTS: Physical strength, mobility, dexterity, stamina, and acuity are required to perform job responsibilities.

ATTACHMENTS

ATTACHMENT A - Proposal Sheet

ALL-INCLUSIVE (unless otherwise indicated) Teacher/Student/Training/PD/Shipping <i>Please include Professional Development/Training in cost</i>				
Item #	Description	Grade Levels	Kits/ Packs	Total Cost
2.1	Leveled reading material (texts – hard copies) to align with district ELA Reading Curriculum (Savvas) in grades K-5. The collection should include high-interest, popular, and culturally relevant titles. Cost should be based on one leveled library per teacher in 28 schools – See Exhibit 4	K-5	458 + 10% 504 Teachers	\$
2.2	Classroom Libraries for K-5 teachers that will provide physical resources to support multiple reading abilities, student interests and reflect diverse and inclusive texts. See Exhibit 3 Cost should be based on one classroom library per teacher in 28 schools. See Exhibit 4	K- 5	458 + 10% 504 Teachers	
2.3	Vocabulary Resources K-5 to provide word study instruction based on students' reading levels (digital or hard copies). 1 resource per teacher in grades 3-5 See Exhibit 3 & 4	3-5	235 + 10% 259 Teachers 4986 + 10% 5485 Students	\$
2.4	Take-home reading book sets for students in grades PK-5 (five books/items hard copies only). See Exhibit 4	PreK-5	11,006 + 10% 12,106 Students	\$
2.5	Math Intervention Materials Grades K-5 (can be digital) One intervention resource (should include class set) per teacher. See Exhibit 4	K-5	458 + 10% 504 Teachers	\$
2.6	2.6. Math Intervention Materials Grades 6- 12 One Classroom Set/and or Teacher Kit per Math and ELA teacher- See Exhibit 4	6-12	440 + 10% 484 Teachers	\$

The pricing/cost listed above is all-inclusive to provide the goods and/or services in accordance with the specifications and requirements set forth in this RFP.

In a separate sealed envelope, include this “Proposal Sheet” and any additional supporting information to clarify pricing and mark-up. Additional supporting information should include staff benefits and conditions of such benefits.

Company Name

Printed Name/Title of Authorized Official

Signature of Authorized Official

Date

ATTACHMENT B - Insurance Requirements

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

All insurance policies shall be issued by companies authorized to do business in the State of Alabama and have an A.M. Best Rating of "A" or better.

All Proposers must provide proof of insurance and carry the types and minimum limits of insurance to include the following:

TYPES OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Workers Compensation	Statutory – Alabama.
Commercial General Liability Bodily injury and Property Damage Bodily Injury and Property Damage Personal Injury aggregate Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury.	\$1,000,000 - combined occurrence \$1,000,000 - combined aggregate \$1,000,000 - aggregate
Automobile Liability Bodily Injury and Property Damage Any automobile including hired and non-owned vehicles	\$1,000,000 - combined coverage
ADDITIONAL INSURED: All insurance policies shall name and endorse the following as additional insured: Birmingham Board of Education, Birmingham City Schools, its Superintendent and their officers, employees, and agents.	
NOTIFICATIONS: Thirty (30) Day(s) prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage limits.	
Birmingham Board of Education shall be named as the Certificate Holder as outlined below: The "Certificate Holder" should read as follows: <div style="text-align: center;"> Birmingham Board of Education Attn: Purchasing Department, Room 202 2015 Park Place North Birmingham, Alabama 35203 </div> Please add the BID Number (RFP #2023-19) Covered by the Certificate of Insurance.	

**ATTACHMENT B - Insurance Requirements
(Continued)**

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

Proposer shall be responsible for submitting a new renewal insurance certificate to Birmingham City Schools Director of Purchasing at a minimum of sixty (60) calendar days in advance of expiration.

The Proposer shall maintain in force at his/her own expense, such insurance as will protect him/her, Birmingham Board of Education and Birmingham City Schools from claims which may arise out or result from the Proposer's execution of the work, whether such execution be by himself/herself, his/her employees, agents, subcontractors or by anyone for whose acts any of them may be liable.

PROPOSER'S AND INSURANCE AGENT STATEMENT:

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required within five (5) business days of the Notice of Award.

Birmingham Board of Education, Birmingham City Schools, its Superintendent and their officers, employees, and agents must be named as **"ADDITIONAL INSURED"** on the Certificate of Insurance. Birmingham Board of Education desires proof of insurability at levels required for this RFP.

All highlighted areas must be completed on the COI.

☐ A current Certificate of Insurance is attached.

☐ A current Certificate of Insurance to be provided after Notice of Award as outlined above.

Company Name

Signature of Authorized Official

Printed Name/Title of Authorized Official

Date

ATTACHMENT B
INSURANCE REQUIREMENTS
(Continued)

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)																																			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																																					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																																					
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																																					
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Additional Insured: Birmingham Board of Education, Birmingham City Schools, its Superintendent, officers, employees and agents.																																					
CERTIFICATE HOLDER Birmingham Board of Education Attn: Purchasing Department, Room 202 2015 Park Place North Birmingham, Alabama 35203		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="border: 1px solid black; padding: 5px; min-height: 50px;"> Handwritten Signature </div>																																			

ATTACHMENT C - Addenda Acknowledgement

Complete Part 1 or Part 2, whichever applies.

Part 1: I hereby acknowledge receipt of the following addenda for this RFP:

Addendum: # _____	Release Date: _____
Addendum: # _____	Release Date: _____
Addendum: # _____	Release Date: _____
Addendum: # _____	Release Date: _____
Addendum: # _____	Release Date: _____
Addendum: # _____	Release Date: _____

Part 2: ☐ No Addendum was released and posted for this RFP.

Company Name

Signature of Authorized Official

Printed Name/Title of Authorized Official

Date

ATTACHMENT D - References

Please submit three (3) references for contracts of similar scope and size completed within the last three (3) years.

1. Company Name: _____
Address: _____
Contact Person/Title: _____
Telephone: _____ Email: _____
Description: _____
Duration of Contract: _____ Contract Amount _____
2. Company Name: _____
Address: _____
Contact Person/Title: _____
Telephone: _____ Email: _____
Description: _____
Duration of Contract: _____ Contract Amount _____
3. Company Name: _____
Address: _____
Contact Person/Title: _____
Telephone: _____ Email: _____
Description: _____
Duration of Contract: _____ Contract Amount _____

ATTACHMENT E - Certification Regarding Debarment

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "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 rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier 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 Transactions without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not 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 Nonprocurement List.
8. 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.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ATTACHMENT F - 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.

I certify that I have received and read the contents herein of the Alabama Child Protection Act of 1999, Chapter 22A.

Company Name

Printed Name/Title of Authorized Official

Signature of Authorized Official

Date

ATTACHMENT G - BCS Minority Participation Program

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.

I certify that I have received and read the contents herein of Birmingham City Schools Minority Participation Program.

Company Name

Printed Name/Title of Authorized Official

Signature of Authorized Official

Date

ATTACHMENT H - Minority Participation Form

Please submit a listing of all minority vendors and indicate their contract amount and percentage of contract awarded. The use of the term Not Applicable or N/A is unacceptable. Please put a zero ("0") if your company does have any minority vendor participation. All blanks/spaces must be completed.

<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 at 205.324.6202.

Company Name

Signature of Authorized Official

Printed Name/Title of Authorized Official

Date

ATTACHMENT I - State of Alabama Immigration Law Certification of Compliance

The Proposer shall provide written certification of compliance with Section 9 of the State of Alabama Immigration Law (Act 2011-535) by selecting one (1) of the following:

☐ The Alabama Immigration Law **DOES NOT** apply to the below named company because the company does not employ an individual or individuals within the State of Alabama.

☐ The Alabama Immigration Law **DOES NOT** apply to the below named company. Please explain:

☐ The Alabama Immigration Law **DOES** apply to the below named company and the **Proposer’s E- Verify Memorandum of Understanding (MOU)** is **included** with the Proposal Response.

The company is located in Alabama or the company has employees working in Alabama.

Company Name

Signature of Authorized Official

Printed Name/Title of Authorized Official

Date

ATTACHMENT J - Drug-Free Workplace Certification

The undersigned Proposer hereby certifies that it will provide a drug-free workplace program by:

- Publishing a statement notifying its employees that the lawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Proposer's workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- Establishing continuing drug-free awareness program to inform its employees about:
 - The dangers of drug abuse in the workplace.
 - The Proposer's policy on maintaining a drug-free workplace.
 - The available drug counseling, rehabilitation, and services.
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- Giving all employees engaged in the performance of the contract a copy of the statement concerning drug-free workplace.
- Notifying employees in writing, of the statement concerning a drug-free workplace, that as a condition of employment on a covered contract, the employee shall abide by the terms of the statement.
- The Proposer shall make a good faith effort to maintain a drug-free workplace program through implementation of all of the above, but not limited to, in this certification.

Company Name

Signature of Authorized Official

Printed Name/Title of Authorized Official

Date

ATTACHMENT K - Proposal Certification

The Proposer proposes to provide and deliver the all labor, supervision, materials, equipment, supplies, and services required for **RFP #2023-19, Math and English Language Arts for K-12 Intervention and Tiered Instruction** at the price(s) stated.

It is understood and agreed that:

- This proposal constitutes an offer, which when accepted in writing by Birmingham City Schools, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Birmingham City Schools.

- The Proposer has read the Request for Proposal in its entirety, which includes specifications and requirements and that this proposal is made in accordance with the provisions of such specifications and requirements. Any exceptions are noted in writing and included with this proposal.

- The Proposer certifies that it meets or exceeds the stated specifications and requirements.

PROPOSAL SIGNATURE AND CERTIFICATION:

By my signature, I hereby certify that I am legally authorized to execute contracts and bind the company. I am in complete acceptance of the contents inclusive of this Request for Proposal, all exhibits, attachments, appendices, and the contents of any addenda released hereto.

Company Name

Signature of Authorized Official

Printed Name/Title of Authorized Official

Date

ATTACHMENT L - Non-Collusion Certification

By submission of this proposal, the Proposer certifies that:

- This proposal has been independently arrived at without collusion with any other Proposer or with any competitor.
- This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals to any other Proposer, competitor, or potential competitor.
- 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.
- The person signing this proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Proposer as well as the person signing on its behalf.

Company Name

Signature of Authorized Official

Printed Name/Title of Authorized Official

Date

ATTACHMENT M - Disclosure Statement

Proposer shall submit with proposal a listing of any relationships of the Proposer 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 or 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 contract or proposal.

The disclosure statement shall also require the Proposer to list any 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 Proposer 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 Name

Signature of Authorized Official

Printed Name/Title of Authorized Official

Date