



BIRMINGHAM CITY SCHOOLS

BUILDING LEADERS. IMPACTING THE WORLD.

REQUEST FOR PROPOSAL (RFP) Special Education Camera System

RFP #2024-05

Release Date: February 27 , 2024

To Prospective Proposers:

Notice is hereby given that the Birmingham Board of Education (the "Board") will accept proposals for **RFP #2024-05, Special Education Camera System**, 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 April 10, 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>. **There will be a Mandatory Pre-Proposal Conference. For details, refer to 3.9 – Pre-Proposal Conference. For important dates, please refer to 3.5 – RFP Schedule of Events. Proposals will only be accepted by proposers attending the Mandatory Pre-Proposal Conference.**

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"/> Schedule will not permit us to respond. <input type="checkbox"/> We do not offer the product or service requested. <input type="checkbox"/> Unable to meet specifications.		<input type="checkbox"/> Unable to meet insurance requirements. <input type="checkbox"/> Remove our company from future correspondence. <input type="checkbox"/> Other _____	

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 #2024-05 – SPECIAL EDUCATION CAMERA SYSTEM

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
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Table of Contents

SECTION 1: INTRODUCTION.....		6
1.1 Purpose		6
1.2 District Background.....		6
SECTION 2: SCOPE OF SERVICES/SPECIFICATIONS.....		7
2.1 Overview.....		7
2.2 Project Summary		7
2.3 Proposed Contract.....		8
2.4 Project Areas.....		8
2.5 Electrical (provided by others)		11
2.6 Conduit (provide by others).....		11
2.7 Low Voltage Cabling – Between Camera and Data Switch in Classroom		11
2.8 Existing Low Voltage Cabling and Network Outlet with Internet Connection.....		11
2.9 Locations of Special Education - Self- Contained Classrooms		11
SECTION 3: INSTRUCTIONS TO PROPOSERS		12
3.1 Minimum Eligibility Requirements		12
3.2 State of Alabama Immigration Law (Act 2011-535).....		12
3.3 Contract Term		13
3.4 Additional Purchases		13
3.5 RFP Schedule of Events		13
3.6 Proposer Inquiries		13
3.7 Representatives		14
3.8 Addenda.....		14
3.9 Pre-Proposal Conference		14
3.10 Proposal Due Date		14
3.11 Prime Proposer.....		15
3.12 Proposal Opening Date		15
3.13 Proposal Preparation.....		15
3.14 Proposal Submittal Items		15
3.15 Evaluation		19
3.16 Award		20

3.17	Additional Information	21
3.18	Withdrawal of Proposal	21
3.19	Late Proposal	21
3.20	Rejection of Proposal.....	21
3.21	Acceptance of Proposal	21
3.22	Protests.....	22
3.23	Disputes and Appeals	22
3.24	Cost of Preparation, Submitting Proposal/Oral Presentation	22
SECTION 4: TERMS AND CONDITIONS.....		23
4.1	Proposal Validity Period.....	23
4.2	Disposition of Proposal.....	23
4.3	Proposal Security	23
4.4	Insurance Requirements.....	23
4.5	Orders	23
4.6	Purchase Orders	24
4.7	Invoicing and Payment	24
4.8	Gratuities.....	24
4.9	School District Regulations	25
4.10	Identification.....	25
4.11	Cancellation/Termination	25
4.12	Non-Discrimination	26
4.13	Confidential and Proprietary.....	26
4.14	Permits and Licenses	26
4.15	Independent Contractor	26
4.16	Subcontractors	26
4.17	Delegation, Subcontracts and Assignment	26
4.18	Procurement Rules.....	26
4.19	Force Majeure	27
4.20	Governing Laws, Ordinances and Regulations	27
4.21	Defense and Indemnification.....	27
4.22	Public Disclosure	27
4.23	Pending Legal Actions.....	27
4.24	Warranty of Price.....	27
4.25	Right to Purchase Elsewhere	28
EXHIBITS		29
EXHIBIT 1 District Calendar		29

EXHIBIT 2 Schools with Special Education Classrooms	30
EXHIBIT 3 Basis of Design for the Camera System	37
EXHIBIT 4 Narrative Description of Camera System and Bill of Materials.....	37
ATTACHMENT A - Proposal Sheet.....	38
ATTACHMENT B - Insurance Requirements	41
ATTACHMENT C - Addenda Acknowledgement	44
ATTACHMENT D - References	45
ATTACHMENT E - Certification Regarding Debarment	46
ATTACHMENT F - Alabama Child Protection Act of 1999, Chapter 22A.....	47
ATTACHMENT G - BCS Minority Participation Program.....	48
ATTACHMENT H - Minority Participation Form	49
ATTACHMENT I - State of Alabama Immigration Law Certification of Compliance	50
ATTACHMENT J - Drug-Free Workplace Certification	51
ATTACHMENT K - Proposal Certification	52
ATTACHMENT L - Non-Collusion Certification	53
ATTACHMENT M - Disclosure Statement.....	54
ATTACHMENT N - Federal Contract Guidelines.....	55

SECTION 1: INTRODUCTION

1.1 Purpose

The Birmingham Board of Education (the “Board”) is seeking proposals from qualified firms to provide a **Special Education Camera System** for Birmingham City Schools (“BCS” or “District”) in accordance with the terms, conditions, requirements, and specifications contained in this Request for Proposal (RFP).

The camera system serves the needs of students, teachers, and staff in 20 different schools and 30 classrooms. The intent of the District is to install a camera system with the capability to record both video and audio in each classroom when the room is occupied and will support the state and district requirements.

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 approximately 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 Overview

Birmingham City Schools (BCS) is committed to providing a completely secure and safe environment for all students and to support learning in all its classrooms. Recently the State of Alabama passed a new law that requires video and audio monitoring and recording of self-contained special education classrooms. BCS is seeking a complete and functional camera system for 30 self-contained classrooms located in 20 schools across the school district. The camera system will not be monitored by non-authorized persons and the recordings will be available in case an incident occurs in the classroom. BCS is seeking a vendor to design, install, and provide three (3) years of technical support for the total system. The vendor will configure and implement a cloud storage and retrieval solution of all any recordings for the designated timeframe. The camera system work will occur on a classroom-by-classroom basis prioritized by BCS; multiple classrooms can be installed concurrently.

The qualified vendor must deliver a turn-key camera solution and have the necessary qualified professional services to design and engineer, install, and provide technical operational support services.

Each self-contained classroom will be planned, installed, delivered, and individually invoice and may grouped by school. It is the districts' intention to issue a master purchase order for individual classrooms invoice to be paid under.

It is BCS intent to enter into a contract for an all-inclusive price for each classroom and any associated storage (optional). All-inclusive price includes all products and services and the professional services outlined in this RFP.

2.2 Project Summary

The selected vendor (proposer) must be qualified:

- a. Provide a complete turn-key video and audio recording and storage system for all self-contained special education classrooms in the district for the 2025 school year.
- b. Provide equipment, licenses, and services in sufficient quantity to deliver a fully functional camera system with both video and recording capabilities plus required storage / retrieval capacity to cover the 30 self-contained classrooms in 20 schools across the district.
- c. Provide professional services, ongoing storage space and retrieval services to meet the required durations and other features
- d. Provide installation of high resolution cameras with video and audio recording and onboard storage; digital storage; network switch (as required); lockable equipment cabinet; and required cabling / terminations in the classroom at a fixed price all inclusive. Connect each classroom camera system to an associated BCS network switch with internet and sufficient power over ethernet and at a 1 gig speed.
- e. Provide cloud storage capacity (required storage size must be calculated by the vendor and included in their proposal.) and implementation to hold all video and audio recordings for a designated time period with easy retrieval and viewing. The vendor must work with BCS to ensure the proper connections between the camera system and cloud storage location and that all security / encryption is properly implemented.
- f. Provide software solution (including hardware, installation, and training) to blur faces / other areas of video that are not directly involved in the incident or for other reasons.
- g. Provide technical and operational support for the duration of the project and for 3 years after system turnover date to BCS plus an option for additional 1 year period.

- h. Provide complete documentation and As-Built packages for each classroom and school.
- i. Provide complete design documentation of architecture for the hardware, software, storage, and retrieval solution
- j. Provide management solution (including hardware, software, and services) for the complete camera and storage solution installed.
- k. Provide training and transition support to BCS resources.

2.3 Proposed Contract

Provide a sample proposed contract for our legal department to review. Contract must include language for funding termination or cancellation. See 4.11.

2.4 Project Areas

For the successful delivery of the special education classroom camera solution and for the purpose of evaluation of vendor proposals BCS has defined five key Scope Project Areas that in their totality represents the scope of work. The Scope Project Areas are defined below and will be basis of the pricing sheets to be submitted with your proposal. The proposers must use the information provided in this RFP to design, develop a detail hardware and software list, and provide the proper project management and installation labor required to meet the RFP requirements and the requirements stated in Senate Bill 56. We require all proposers to include details in their responses on how the overall solution will be delivered. The Scope Project Areas are to establish the baseline for the system design. Each proposer will include in their response a detail design of the equipment placement, in classroom cabling, and any 3rd party requirements that must be installed to make the system operate properly.

Scope Project Area	Description of Work Required
1) Provide the necessary hardware, software and licensing.	<p>Equipment – The hardware required for the project includes but not limited to the following: High res cameras per designated classroom with all required mounting hardware for either wall / corner or ceiling mounting (typical manufacturer: Avigilon, Axis, Digital Watchdog, or approved equivalent)</p> <p>The camera type may be a fisheye or bullet or dome based on the room layout and placement in the room to ensure complete coverage. The selected vendor will conduct site surveys of each school and room to determine best placement of cameras.</p> <p><u>Design A:</u> Install 2 cameras at locations that cover the room from two different angles and offer coverage of the classroom door. <u>Design B:</u> Install 1 camera in the ceiling near the center of the room to provide overall coverage of the room and door.</p> <p>Basis of Design and typical camera features are included in Exhibit 3 of this document.</p> <p>Masking Feature: Privacy masks (blurring of face and other areas as defined) that track moving people in the scene. Intended to provide operators with situational awareness but maintain the privacy of individuals. Vendor may be required to demo this feature prior to selection as the successful vendor.</p>

Scope Project Area	Description of Work Required
	<p>Managed POE+ Network switch with a minimum of 4 ports or 8 ports; gigabit speed; and low profile (must work with existing BCS data network; coordinate with BCS IT). This network switch can be mounted in a lockable box in either horizontal or vertical position to provide visible access to port and lights.</p> <p>Lockable wall box to house the local switch and other equipment. The size of the box must accommodate the switch, connections, and wiring plus ventilation. Box must also include punchouts for electrical and low voltage cabling.</p> <p>Provide software license for cameras, audio, masking feature, and management console as required. Coverage of 3 years with addition 1 year renewal option</p> <p>The vendor must calculate the overall cloud storage required based on the number of cameras, retention time of recordings, and other factors. This information will be provided to BCS and used by selected vendor to provide secure and reliable the cloud storage with the appropriate secure / encryption. The vendor will setup and configure the cloud storage and the proper communication between the cameras and the cloud storage location.</p> <p>Actual quantities may vary based on final designs. Quantities used in this RFP are based on two cameras, one switch, and one lockable box per class room (Design A) and one camera, one switch, and lockable box (Design B). Vendor should provide pricing for both Designs and must include “unit cost” a single classroom. Final quantities will be agreed at contract signing. Vendor will adjust the quantity installed based physical layout of the room. The proper placement of the cameras to capture all activities in the room will be the responsible of the vendor and reviewed and accepted by the client (BCS) and TALA or BCS designated Project Manager.</p> <p>Provide technical specifications and diagrams for each proposed camera, switch and other hardware.</p> <p>If original quantities contracted are not sufficient then Vendor must guarantee the per unit pricing offered in the RFP for products and installation services offered in the RFP will not change.</p>
<p>2) Provide Professional Services necessary for delivery of a fully functional and operational camera system with required features, storage, and management capabilities.</p>	<p>Professional Services – Technical Project Management services for the day-to-day management including but not limited to onsite coordination of work at each school / classroom with the appropriate BCS persons; the submission of installation schedule prior to work start to BCS Project Management consultants, tracking of all projects, reporting of any issues and regular progress reports. Immediate documentation and resolution of any technical, installation, and performance problems with the camera hardware and software. Reporting of existing data outlet, wiring and internet problems to the BCS Project Management Consultant. Provide written weekly (or as requested) progress report including work completed, planned work, open issues, coordination problems, and access to rooms.</p>

Scope Project Area	Description of Work Required
	<p>Design Services and Installation – The vendor is responsible for conducting site surveys of each room and designing the equipment, wiring (inside the room), and other services required to install an operational camera system that meets the requirements of this RFP. The vendor will connect the in-room camera system to the provided BCS data port in the room and verify the internet connection and the speed. The vendor will conduct tests of the recording, local storage, cloud storage, data transfer between the room and the cloud storage, access to the camera via software / dashboard, secure monitoring by authorized devices / individual only, and the blurring capabilities of the software / system. Installation and testing of additional features and functions may be required to meet all operational requirements.</p> <p>The vendor will provide a work authorization request (WAR) for BCS review and approval. WAR must be approved by BCS prior to any project starting. Provide documentation in a format suitable to BCS including Microsoft Word, Excel, Visio, and PDF.</p>
3) Provide technical support during the installation and for an initial 12 months after installation completion and acceptance by BCS.	<p>Technical Support – The vendor will provide hands on and onsite technical support during the installation and for 3 years after installation acceptance by BCS. The technical support shall include trouble shooting problems, repair broken equipment, software adjustments and configuration, software upgrades, and changes to storage capacity as needed. The vendor will track and provide written reports of work performed and the results to BCS Project Manager on the weekly basis.</p>
4) Operations and Management Dashboards, Training, and process documentation as needed.	<p>The vendor will load / setup, configure, and provide an operations and management dashboard that allow only authorized devices / individuals access to each camera, recording (local and cloud), and statics as required. The vendor will work with BCS Project Manager and BCS staff to review the user friendly interface for the camera software and features.</p> <p>The vendor will provide training (at least 3 sessions for up to 2 hours each) for up to 10 BCS designated staff and others on the overall camera hardware, network, dashboard, software and storage. Written documentation of training will be provided to BCS in a format such as Microsoft Word, Excel, and pdf. Additional documentation of the overall system design including hardware manuals, camera placement, storage capacity, and network configuration will be provided to BCS Project Manager and BCS staff.</p>
5) Ongoing Technical Support, Equipment Maintenance, and Software Upgrades	<p>Provide ongoing technical support, equipment maintenance and software upgrades for 3 years after the initial installation. Provide one year extensions of these services for consideration by BCS after the first 3 year Support and Maintenance period.</p>

Scope Project Area	Description of Work Required

2.5 Electrical (provided by BCS)

The electrical requirement(s) are: Install, label, and test one(1) 120 volt 20amp quad electrical outlet within 12 inches of the wall mounted lockable box containing the switch and other equipment. Existing electrical outlet more than 12 inches from the lockable wall mounted box shall not be used. The Security camera vendor must connect their equipment to the newly provided electrical outlet.

2.6 Conduit (provided by BCS)

The conduit requirement(s) are: Install surface mounted conduit or raceway for low voltage cabling between the wall mounted lockable box and the camera and also between the wall mounted box and the data outlet.

2.7 Low Voltage Cabling – Between the Cameras and Data Switch located in Classroom

The low voltage cabling requirements are: Install and test Cat. 6 cabling between the camera and wall mounted lockable box. Install and test Cat. 6 cabling between switch in the lockable box and the BCS provided data outlet. **(Provided by Special Education camera vendor)**

Provided by BCS: The BCS provided data outlet with Cat. 6 cabling must have a duplex (2 ethernet ports) connection and located within 6 - 12 inches of the wall mounted lockable box. The BCS provided data outlet with Cat. 6 cabling must be connected to the existing BCS data network and must have internet connections with the appropriate rights and configurations to provide high speed access to the new Special Education Camera switch (data outlet and configurations provisioned and provided by others). The vendor and BCS IT staff will coordinate installation, access, and testing of the data outlet and the internet.

2.8 Existing Low Voltage Cabling and Network Outlet with internet connection (provided by BCS)

This project will use an existing data network outlet in the classroom for connection to the internet **IF available and located within 12 inches of the wall mounted lockable**. If a classroom network data outlet is not available / meets the requirements then BCS will install and test the data outlet with connection to the nearest existing IT room. The network outlet must have access to internet at a minimum speed of 1 gigabit. The provision of the new low voltage cabling (Cat. 6) and internet connection **ARE NOT** in this scope of work and will be provided BCS. Location of a new outlet in the classroom will be near (within 12 inches) of the new lockable box mounted under this scope of work. Final installation and questions about this outlet must be coordinated with BCS staff or a BCS designated Project Manager

2.9 Locations of Special Education – Self Contained Classrooms

The list of schools with their addresses and self-contained special education classrooms are included in Exhibit 2 of the RFP.

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 that are of the same nature for a minimum of five (5) 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 project should start immediately on contract signing. It is expected that the project award will be made in 2024 with work starting in 2024.

3.4 Additional Purchases

The Board reserves the right to purchase additional products and/or services at the pricing submitted.

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	February 27, 2024
Mandatory, Pre-Proposal Conference	March 20, 2024 - 2 P.M. Central
Deadline to Submit Questions	March 25, 2024 - 2 P.M. Central
Release and Post Addendum - Response to Questions	April 1, 2024 – 4:00 pm Central
Proposals Due	April 10, 2024 - 2:00 P.M. Central
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

Telephone inquiries are not acceptable. All questions must be submitted in writing via email to purchasing@bhm.k12.al.us on or before **March 25, 2024 at 2 P.M. Central Time. RFP #2024-05 must be referenced in the Subject of the email. Questions will not be accepted after the deadline.** Please read the document in its entirety. 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 Pre-Proposal Conference

A **Mandatory Pre-Proposal Conference** will be held at **2:00 P.M. Central Time, Wednesday, March 20, 2024**, Attendance at the Pre-Bid Conference is **REQUIRED**.

3.10 Proposal Due Date

Proposals must be received in the Purchasing Department on or before **April 10, 2024 by 2 P.M. Central Time**.

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 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.

3.11 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.**

3.12 Proposal Opening Date

Proposals will be received and opened at the BCS Central 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.

3.13 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.**

3.14 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 Wireless Networks for the same manufacturer being proposed
 - Provide certifications and credentials held by the company including any manufacturer specializations. 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, description of the project including primary manufacturer of components installed, 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.
- Identify the staff and the positions on the organizational chart, provide a brief abbreviated resume of each staff that will be utilized including certifications and credentials of each.
- Identify any contractors and if they have been used by your firm previously.
- Resume of the senior level project manager, engineering lead, and field-based supervisors/managers that will be assigned to the project if selected

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 provide details on how you propose to deliver a new Special Education Camera System that meet the requirements of this RFP and Senate Bill 56.
- c. Training - Please include a description of training program that will be included.
- d. Implementation Plan - Please include a realistic implementation plan for the solution proposed. Please include details on management of the supply chain of products based on known availability and delivery timeframes provided by the distributor used or manufacturer.
- e. Project Management Plan - Please include project management process that your organization utilizes to effectively coordinate, oversee, administer, and deliver the proposed solution.
- f. Quality Assurance Plan - Please indicate established processes and procedures to ensure that solution 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 **Special Education Camera Systems or similar camera systems** 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	31
II. Solution Qualifications	34
III. Cost	35
Total Points:	100

3.16 Award

It is the intent of the Board to award the contract to a single proposer. 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

- The District reserves the right to supplement, amend, or otherwise modify this RFP at any time prior to the selection of a Proposer.
- The District intends to make award only to a Proposer that has 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.
- Based upon the results of the evaluation, the District, at its sole discretion, may: recommend award to the top ranked Proposer; may short list the top ranked Proposers for further consideration; or may reject all proposals received.
- 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.
- The District reserves the right to negotiate further terms and conditions, including price with the highest ranked Proposer. If the District cannot reach a mutually beneficial agreement with the first selected Proposer, BCS 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 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 Proposal Security

Proposal security shall be payable to Birmingham City Schools. It is required that the Proposer must submit with his/her proposal a certified check, cashier's check **drawn on an Alabama Bank** or a bid bond to Birmingham City Schools in the amount equal to five (5%) percent of the bid (subject to a maximum of \$10,000.00). Performance bond and payment bond will be due at the signing of the contract.

Personal checks, company checks and money orders are not acceptable.

☒ **Proposal Security Required**

Proposal security or original bid bond must be received with proposal; copies are not acceptable. **All proposals submitted without the required proposal security will be rejected.** A surety legally authorized to conduct business in the State of Alabama shall issue the bond.

Birmingham Board of Education will retain security checks/bonds until:

1. Successful Bidder has signed/executed the contract.
2. Ninety (90) calendar days after bid opening or until the contract is executed, whichever is shorter.
3. Bidder refuses to enter into a contract.
4. All Bids have been rejected.

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 10.5

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: nwoodall@bhm.k12.al.us**

- 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

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
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023

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12	13	14	15	16	17	18
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26	27	28	29	30		

December 2023

Su	M	Tu	W	Th	F	Sa
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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

September

4 Labor Day
7 Progress Reports Go Home
29 e-Learning Day / Teacher Work Day

20 # Student Days
20 # Teacher Days

October

6 End of 1st Grading Period
9-13 Fall Intersession
19 Report Cards Go Home
27 Fall Break

16 # Student Days
16 # Teacher Days

November

10 Veterans Day Observed
16 Progress Reports Go Home
20-21 e-Learning / Professional Development
22-24 Thanksgiving holidays

18 # Student Days
18 # Teacher Days

December

4 e-Learning Day/ Teacher Work Day
11-15 Final Exams Window
19 End of 2nd Grading Period
18-19 e-Learning / Professional Development
20-29 Winter Holidays
13 # Student Days and # 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
				1	2	3
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11	12	13	14	15	16	17
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25	26	27	28	29		

March 2024

Su	M	Tu	W	Th	F	Sa
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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
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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
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12	13	14	15	16	17	18
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26	27	28	29	30	31	

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 Intersession
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 Intersession
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 with Special Education Classrooms

School	Address	Zip Code	Room #
Elementary			
Avondale	4000 8th Court South	35222	101
Central Park	4915 Avenue Q	35208	A106
EPIC	1000 10th Avenue South	35205	42, 77, 78, 92
Glen Iris	1115 11th Street South	35205	E118
Huffman Academy	1212 Cheyenne Boulevard	3515	143
Robinson	8400 1st Avenue South	35206	512
Tuggle	412 12th Court North	35204	119
Wylam	701 Erie Street	35224	301, 401
K-8			
Hayes	505 43rd Street North	35222	D101, D104
Hudson	3300 F.L. Shuttlesworth Dr.	35207	E104
Middle 6-8			
Green Acres	1220 67th Street Ensley	35228	B-130
Jones Valley	2000 31st Street SW	35221	106
Ossie Ware Mitchell	501 81st Street South	35206	A-101
Putnam	1757 Montclair Road	35210	1,2

High			
Carver	3900 24th Street North	35207	221
Huffman	950 Springville Road	35215	143, C170
Jackson-Olin	1300 Avenue F, Ensley	35218	E127
Parker	400 Rev. Abraham Woods Jr. Blvd.	35204	145, 146, 1117
Wenonah	2800 Wilson Road SW	35221	A204, A201
Woodlawn	5620 1st Avenue North	35212	201,203

Total Schools: 20

EXHIBIT 3 Basis of Design for Camera System

System Design:

Video monitoring system must be tightly integrated using application programming interfaces

All systems must be capable of functioning autonomously during a failure of one or more of the related sections.

Cameras in this section must be capable of bi-directional communication.

Video monitoring system to be interfaced through digital communication protocols including but not limited to ASCII or Hexadecimal Data Transmissions.

System Certifications:

UL and cUL certification marks for Canada/USA.

CE and RoHS certification marks for European Union.

Others that apply

CAMERA TYPES

The vendor should propose the proper manufacturer and model camera based on their design. This information is only to establish the performance and technical operations level of the desired hardware. The Avigilon model is listed as the Basis of Design only.

12.0 MP Fisheye Camera with 1.6 mm lens (ceiling mounted)

Basis of Design Product: Part Number: 360-W-60 - Ava Aware Cloud camera - 360 White. 12MP resolution. 60 days retention. AI-powered, IR and advanced microphone array, indoor and outdoor

5.0 MP Bullet Camera with 3.4 – 10.5 mm lens (wall or corner mounted)

Basis of Design Product: Part Number: BULLET-WI-W-5MP-60 - Ava Bullet White, wide lens, 60 days onboard retention. 5MP, AI-powered camera, IR and advanced microphone array, indoor and outdoor

BULLET CAMERA FEATURES

IMAGE SENSOR:

8MP (4K)

IMAGE SENSOR SIZE FORMAT:

1/1.8"

LENS (WIDE)

Focal length: 4.3-10.8mm

Aperture: f/1.38-f/2.8

Zoom

IR illumination, max distance: 50m

Minimum illumination: 0.06 lux in color mode

LENS (TELE)

Focal length: 11-28mm

Aperture: f/1.47-f/1.69

Zoom

IR illumination, max distance: 90m

Minimum illumination: 0.06 lux in color mode

ZOOM

2.5x

IR NIGHT VISION

Automatic night mode

IR-cut filter

850 nm IR LED

FIELD OF VIEW (WIDE)

100° - 40° Horizontal, 53° - 23° Vertical

FIELD OF VIEW (TELE)

39° - 16° Horizontal, 23° - 9° Vertical

MAXIMUM RESOLUTION & FRAME RATE 8MP (4K)

3840x2160@30fps

MAXIMUM RESOLUTION & FRAME RATE 8MP (4K)

3072x1728@30fps

DYNAMIC RANGE

Multi-exposure line-based HDR

VIDEO COMPRESSION

H.264

Motion JPEG

AUDIO

Microphone array (4x microphones)

Audio classification

Audio localization

SECURITY

Trusted Platform Module (TPM 2.0)

Factory installed certificates

No default passwords

Mandatory access authentication

HTTPS/TLS encryption

NETWORK PROTOCOLS

IPv4, HTTPS, TLS, DNS, mDNS, DNS-SD, NTP, RTSP, RTP, RTCP,

ICMP, DHCP, ARP

Streaming: RTP/UDP, RTP/RTSP/HTTPS/TCP

POWER SOURCE

PoE+ (802.3at Type 2), normal operation

PoE (802.3 af), without heat and IR

USB-C, installation only

POWER CONSUMPTION

Typical: 5 W

Max without heater, with IR: 13 W

Max with heater: 23 W

STORAGE

MicroSD

SDXC UHS-I

CONNECTION

802.3ab 10/100 Ethernet

USB-C for preview and setup

ADJUSTMENT RANGE

Pan, Tilt, Roll

IMPACT RESISTANCE

IK10 (IEC/EN 62262)

INGRESS PROTECTION

IP66 (IEC/EN 60529)

TEMPERATURE

Operating: -25°C to +50°C

Storage: -40°C to +60°C

EMC

EN55032, EN 61000-6-4, EN 61000-3-2, EN 61000-3-3,
EN50130-4 CISPR 32, AS/NZS CISPR 32, FCC subpart 15B,
ICES-003 Issue 7

SAFETY

UL (UL 62368-1)

CB (IEC/ EN 62368-1, IEC/EN 60950-22, IEC/EN 62471)

NOM-019

FISHEYE CAMERA FEATURES

IMAGE SENSOR

12MP

IMAGE SENSOR SIZE FORMAT

1/2.3"

LENS

Aperture: f/2.0

Fixed focus

Focus distance: 0.5m - ∞

IR NIGHT VISION

Automatic night mode

IR-cut filter

IR range: 20m

850 nm IR LED

MINIMUM ILLUMINATION IN COLOR MODE

0.4lux

FIELD OF VIEW

>180°

MAXIMUM RESOLUTION & FRAME RATE

3000x3000@30fps

DYNAMIC RANGE

Multi-exposure line-based HDR

VIDEO COMPRESSION

H.264

Motion JPEG

AUDIO

Microphone array (4x microphones)

AI audio event classification

Audio source localization

SECURITY

Factory-installed certificates

No default passwords

Mandatory access authentication

HTTPS/TLS encryption

NETWORK PROTOCOLS

IPv4, HTTPS, TLS, DNS, mDNS, DNS-SD, NTP, RTSP, RTP, RTCP,

ICMP, DHCP, ARP

Streaming: RTP/UDP, RTP/RTSP/HTTPS/TCP

POWER SOURCE

PoE+ (802.3at Type 2)

For installation only: USB-C (1.5A mode)

POWER CONSUMPTION

Typical: 5W

Max without heater: 13W

Max with heater: 23W

STORAGE

MicroSD

SDXC UHS-I

CONNECTION

802.3ab 10/100/1000 Gigabit Ethernet

USB-C for preview and setup

IMPACT RESISTANCE

IK10 (IEC/EN 62262)

INGRESS PROTECTION

IP66 (IEC/EN 60529)

TEMPERATURE

Operating: -40°C to +50°C

Storage: -40°C to +60°C

EMC

EN 55032

EN 61000-3-2/-3

EN 55024

EN 55035

EN61000-6-2/-4

FCC Part 15B

ICES-003 Issue 6

SAFETY

IEC60950-1

IEC62368-1

IEC60950-22

UL/CSA60950-1

UL/CSA 62368-1

UL E164374

NOM-019

IEC62471(IR LED)

EXHIBIT 4

Narrative Description of the Camera System and Bill of Materials

The vendor must include a complete description of the functions, features, and operations of the proposed camera system including technical specifications, proposed wiring and connection diagrams, typical placement of cameras in the classroom, and software features. The description must note any limitations with the system that would impact the system meeting the operational requirements of the RFP and Senate Bill 56.

The Vendor must include a complete Bill of Material of the hardware, software, wiring, licenses, installation labor, programming, and other items required to install a functional system per the RFP requirements and the vendor's proposed technical solution.

ATTACHMENT A - Proposal Sheet

Special Education Camera System					
Scope Area	Part Number (Or Equivalent)	Description	Qty	Unit Price	Total Price
1		Design A – Two Camera Design			
		Camera	60		
		Switch	30		
		Lockable Box	30		
		Mounting Hardware	60		
		Camera License	60		
		Masking Software	1		
		Cloud Storage – Annual Cost	Lot		
		Cabling, as needed	Lot		
1		Design B – One Camera Design			
		Camera	30		
		Switch	30		
		Lockable Box	30		
		Mounting Hardware	30		
		Camera License	30		
		Masking Software	1		
		Cloud Storage – Annual	Lot		
		Cabling , as needed	Lot		
1	Professional Services Engineering	Solution Designer and Design Package	Included		
1	Project Management	Perform Project Management services	Included		
2	Installation Camera	Perform configuration and installation of Camera (s)	Included		
2	Installation Switch	Perform configuration and installation of Switch	Included		
2	Installation Lockable Box	Physical installation of box to wall	Included		
2	Installation – Cabling, as needed	Install cabling - in classroom only	Included		
3	Technical Support – Installation	Provide technical support during installation and first 12 months	Included		
4	Operations and Management	Provide a Dashboard, Training and Configure Cloud Management Platform, Provide Documentation including drawings	Included		
5	Technical Support – Ongoing	Provide ongoing technical support for 3 years after BCS review with renewal option	Price Separate Below		

Total Price - Design A			
Total Price - Design B			

Price Per Hour for Solution Designer	
Price Per Hour for Project Manager	
Price Per Hour for Installer	
Annual Cloud Storage (after initial setup)	
Optional: 3 Year Support Contract for Design A	
Optional: 3 Year Support Contract for Design B	

Unit Cost per Classroom

Scope Area	Part Number (Or Equivalent)	Description	Qty	Unit Price	Total Price
		Design A – Two Camera Design			
		Camera	2		
		Switch	1		
		Lockable Box	1		
		Mounting Hardware	2		
		Camera License	2		
		Masking Software	1		
		Cabling, as needed	Lot		
		Installation and Project Management Services; Documentation			
		Total Price – Design A			
		Design B – One Camera Design			
		Camera	1		
		Switch	1		
		Lockable Box	1		
		Mounting Hardware	1		
		Camera License	1		
		Masking Software	1		
		Cabling, as needed	Lot		
		Installation and Project Management Services; Documentation			
		Total Price – Design B			

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.

Company Name

Signature of Authorized Official

Date

Printed Name

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: Birmingham Board of Education Attn: Purchasing Department, Room 202 2015 Park Place North Birmingham, Alabama 35203 Please add the BID Number (RFP #2024-05) 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

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).

PRODUCER	CONTACT	
	NAME	
Insurance Provider's Name and Address Here	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL:	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
Your Company's Name and Address Here		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: Birmingham Board of Education, Birmingham City Schools, its Superintendent, officers, employees and agents.

CERTIFICATE HOLDER	CANCELLATION
Birmingham Board of Education Attn: Purchasing Department, Room 202 2015 Park Place North Birmingham, Alabama 35203	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 Handwritten Signature

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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

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: _____

2. Company

Name: _____

Address: _____

Contact

Person/Title: _____

Telephone: _____ Email: _____

Description: _____

Duration of Contract: _____

3. Company

Name: _____

Address: _____

Contact

Person/Title: _____

Telephone: _____ Email: _____

Description: _____

Duration of Contract: _____

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

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

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

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

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

Date

ATTACHMENT K - Proposal Certification

The Proposer proposes to provide and deliver the all labor, supervision, materials, equipment, supplies, and services required for **RFP #2024-05, Special Education Camera System** 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

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

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

Date

ATTACHMENT N - Federal Contract Conditions

Certain funds being administered through ALSDE are Federal and are governed by Federal regulations. All bidders must comply with and report violations of the following Federal contract requirements as applicable.

- a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- c. Bidders must comply with Equal Employment Opportunity in accordance with Executive Order 11246 (41 CFR Part 60)
- d. Bidders must comply with the Davis-Bacon Act (40 U.S.C. 3141-3148), as supplemented by Department of Labor regulations (29 CFR Part 5).
- e. Bidders must comply with the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3).
- f. Bidders must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5).
- g. Bidders must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- h. Bidders must comply with the Clean Air Act (42 U.S.C. 7401-7671q).
- i. Bidders must comply with the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
- j. Bidders must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- k. Bidders must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (40 CFR part 247).
- l. Bidders must comply with the requirements of Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- m. Bidders must comply Federal Domestic Preferences (CFR 200.322); whereas Produced in the United States, means for iron and steel products, that all manufacturing processes, materials and products shall be produced in the United States.

Please certify below by your signature that all products on this bid adheres to **the Contract Conditions listed Above. (Where applicable)**

Company Name_____

Name: _____ Title: _____

Signature: _____ Date:_____