



Office of Business Affairs and Finance

1621 Fifth Avenue, North
 Bessemer, AL 35020
 Phone: 205.432.3029 Fax: 205.432.3085
 Email: finance@bessk12.org

**Bid# BCS-2024-1022
 Districtwide Waste Disposal Services**

Bessemer City Board of Education will be accepting sealed bids for *Districtwide Waste Disposal Services at all locations including Child Nutrition areas*. All respondents are required to submit **3 (three) copies** of their bid.

SEALED BIDS WILL BE RECEIVED BY THE FINANCE DEPARTMENT LOCATED AT BESSEMER CITY BOARD OF EDUCATION, 1621 5TH AVENUE NORTH, BESSEMER, AL 35020 UNTIL **Tuesday, October 22nd, 2024 @ 10 a.m.** All envelopes (inside & outside) MUST be labeled whether mailed or hand-delivered with the bid number:

**Bid# BCS-2024-1022
 Districtwide Waste Disposal Services**
 Bessemer Board of Education
 ATTN: La-Tanya Dunham, Business Affairs
 1621 5th Avenue North Bessemer, AL 35020

IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDER TO MAKE CERTAIN THAT THE BIDS ARE RECEIVED IN THE FINANCE DEPARTMENT ON/BEFORE **OCTOBER 22nd, 2024, BY 10 A.M.** ANY BIDS RECEIVED AFTER THE DESIGNATED DATE AND TIME WILL NOT BE CONSIDERED. BIDDER MUST USE THIS FORM AND RETURN IN ITS ENTIRETY.

RFP Posted	October 9 th , 2024
*Mandatory Site Visit at 4:00 p.m.	October 15th, 2024
Deadlines for Inquiries	October 17 th , 2024
Proposals Due by 10 a.m.	October 22nd, 2024
Bid Opening @ 11 a.m.	October 22nd, 2024
School Board Meeting	November 19 th , 2024
Commencement of Services	TBD

*All bidders must attend the mandatory site visit on **October 15th, 2024**, at 4:00 p.m. at the Bessemer Board of Education, 1621 5th Avenue North, Bessemer, Alabama 35020 in the Finance Office. *Please ensure that you have signed in, if you do not sign in, your proposal will not be considered.*

For further information, related to the bid process, you should contact La-Tanya Dunham, Business Affairs Supervisor, by phone at 205-432-3030 or email at ldunham@bessk12.org.

SECTION I-GENERAL INFORMATION

1. **General Criteria for Awarding Bids:** Bids shall be awarded to the lowest responsible bidder, taking into consideration the amount of the bid, the quality of commodities, goods or services proposed to be provided and their conformity with specifications, compatibility with existing services, material or equipment, the purpose for which the contract or order is to be awarded, terms of delivery (including date, point of delivery or pickup, and transportation charges), and other identifiable objective circumstances or considerations that reasonably reflect or evidence the bidders' ability to meet the requirements of the invitation to bid.
2. **Bid Process Governed by Law:** The process of bid solicitation and the awarding of bids and/or contracts based thereupon shall, in all respects, be governed and controlled by applicable law, any provision herein to the contrary notwithstanding.
3. **Eligibility:** Prospective bidders and contractors shall be properly licensed, certified, or registered with appropriate governmental or regulatory authorities and must be prepared to demonstrate to the Bessemer City Board of Education ("the Board") their fitness and ability to provide the product, material, or service on the terms and conditions specified. Prospective vendors shall be responsible for advising the Board of their desire to be included in invitations to bid. The Board reserves the right not to solicit, receive, or entertain bids from vendors which have not responded to previous invitations, which have not performed to the satisfaction of the Board in previous transactions, or which cannot demonstrate to the satisfaction of the Board their willingness or ability to meet the reasonable requirements of the Board.
4. **Insurance Requirements:** Bidders or its contractor shall provide commercial general liability insurance coverage with a minimum aggregate limited of not less than one million dollars for personal injury, bodily injury or death and property damage arising out of any one occurrence. Said liability policy shall be endorsed to include the Bessemer City Board of Education as an additional insured on a primary and on – contributory basis and the insurance carrier shall provide coverage and a defense to the Bessemer City Board of Education, its agents, servants, officers, board members and employees. Bidders may be required to furnish evidence of appropriate liability, worker's compensation, or other insurance as a prerequisite to an award of a bid or contract by the Board with the type and amount of coverage(s) to be specified in the invitation.
5. **Advance Provisions or Samples:** The Board reserves the right to request demonstrations or samples of products or services before an award is made. The vendor must supply a return label or pick up the sample within one month following the bid opening. However, if the vendor does not attempt to pick up the sample within one month, the Bessemer City Board of Education will dispose of the product. Pictures, descriptions and other explanatory documents and materials are encouraged and may be submitted with the bid.
6. **Discretion to Reject Bid:** The Bessemer City Board of Education expressly reserves the right to reject all bids or parts thereof in its sole discretion.

SECTION I-GENERAL INFORMATION (Continued)

7. **Proposal Withdrawal:** Any proposal may be withdrawn at any time before the "Proposal Due" date and time, by providing a written request for the withdrawal of the proposal to the issuing office. A duly authorized representative of the firm shall execute the request. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal.

8. **Hold Harmless:** Contracting party agrees to indemnify, hold harmless and defend the Board, its elected officers and employees, from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon the Board because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations Company obligation under this Section shall not extend to any liability caused by the sole negligence of the Board, or its employees. Before beginning work, the contracting party shall file with the Board a certificate from the insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance, the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employers' Liability.

The Contractor may not, without express written consent, except as otherwise noted in specifications, make any alterations to any property of the Board and must agree, as evidenced by vendor's signature, to provide payment for any and all unauthorized alterations damages, or costs of repair caused in part or in whole by vendor from any action of the vendor, his assigns, employees and/or agents.

The Bessemer Board of Education makes no representations, warranty, or covenant, express or implied with respect to any structure, facility, building, equipment or supplies which may be part of or subject to any action by the vendor as part of the contract and makes available to vendor same in "as is" condition. The contractor agrees that he is responsible for inspection of condition of items heretofore noted in this section, and same are to be inspected by the contractor prior to commencement of the contract to insure safety for contractor, his employees, assigns and/or agents.

9. **Equivalent Bids:** Bid specifications which refer to company names, brand names or model numbers shall, unless otherwise provided, be construed to permit bids to be proposed which offer products, materials or services of equivalent (or better) utility and quality. Bids proposing an equivalent product, service or material should include a complete explanation of the nature of any deviation or discrepancy from advertised specifications and the reasons such discrepancies should be deemed equivalent to the advertised specifications. Proprietary specifications may be waived for functional equivalents. *The Board or its agents will be the sole party responsible for determining equal or better bids.*
10. **Delivery Terms:** Purchase orders will be issued as deliveries are required. No back orders will be accepted. Purchase order numbers must appear on all invoices. Failure to deliver as specified and in accordance with the bid submitted, including promised pick-up/disposal; will constitute sufficient grounds for cancellation of the order at the option of the Bessemer City Board of Education.

11. **Taxes:** The Bessemer City Board of Education is exempt from all taxes; however, bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other taxes that may be levied or assessed by reason of the transaction.
12. **Bidder's Certification:** Bidder certifies by bidding that it is fully aware of the conditions of service and purpose for which item(s) included in this bid are needed, and that the bid proposal will meet these requirements of service and purpose to the satisfaction of the Bessemer City Board of Education.
13. **Disqualification of Bids:** Bids may be disqualified before the awarding of the contract for any of the following:
 - A. Failure to mark envelope as required.
 - B. Failure to sign bid document on any signature line.
 - C. Failure to include requested information (example, deviations).
 - D. Excessive errors.
 - E. Failure to include bid bond (if required).
 - F. Failure to have an original signature on the bid form, a faxed copy is not acceptable.
 - G. Failure to attend the pre-bid meeting (if required).
 - H. This "Invitation" shall not be altered by bidder in any way. Any and all changes from those specified shall be listed as a deviation. Failure to abide by this may result in the bid being disqualified.
 - I. Failure to provide all information requested, as requested.
13. **Reduction in Pricing:** In the event the vendor receives a reduction in cost from their supplier or manufacturer, the Bessemer City Board of Education shall receive the benefit of such a reduction on any undelivered portion of the contract.
14. **Sales and Use Tax Transactions:**
Direct Purchase Transactions
The Bessemer City Board of Education is exempt from all taxes; however, bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other taxes that may be levied or assessed by reason of the transaction.
15. **Waive informality, technicality or irregularity:** The Bessemer City Board of Education, or its Agent, shall have the right to waive any informality, technicality or irregularity.
16. **Termination of contract:** The Bessemer City Board of Education has the right to cancel any contract, in accordance with Procurement Contract Rules and regulations, for cause, including but not limited to, the following: (1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional statutory provisions by state or federal law; and (6) substantial change in the financial or economic condition of the Bessemer City Board of Education, (7) failure to resolve billing issues in a timely manner, (8) any other breach of contract. If contract is terminated the contract may be awarded to the next lowest responsible bidder.

SECTION I-GENERAL INFORMATION (Continued)

17. **Pricing:** Vendor agrees that the Bessemer City Board of Education will be charged no more for item (s) bid than the State of Alabama or P.A.C.A. contracts. Prices must be firm for each contract period and must include transportation, handling, packaging, and any service charges. Increase in unit prices, if any, for subsequent periods shall be within the percentage of increase allowed by the “Invitation” and must be submitted thirty days prior to the contract expiration date. Notification and documentation of the increase shall be submitted to the Chief School Finance Officer for approval. Contract renewal/extension will constitute acceptance of price increases. No additional charges/surcharges are allowed other than the pricing specified within the bid document.
18. **Alternative Purchasing:** The Bessemer City Board of Education reserves the right to purchase any product identified on this bid from another valid governmental bid should the alternate bid pricing be lower than the pricing on this bid.
19. **Smoke-Free Policy:** All Bessemer City School facilities and offices are smoke-free environments. All potential and successful bidders must abide by this policy.
20. **Deviation Disclosure:** Any and all deviations must be identified and documented on the appropriate enclosed form. Failure to do so may result in the disqualification of the vendor.
21. **Collusion:** The Board will not be party to any form of collusion among vendors. The enclosed non-collusion form shall be completed and forwarded with the bid.
22. **Certificate of Eligibility:** All potential vendors must disclose eligibility to bid on the project. Complete the enclosed Certificate of Eligibility.
23. **Vendor Guidelines:** All vendors doing business with the Bessemer City Schools are expected to comply with guidelines for doing work on school premises. Enclose Vendor Guidelines for working in Bessemer City Schools when returning your proposal.
24. **Compliance with Bonding Requirements:** Under the Alabama Bid Law it is at the owners’ discretion whether or not to ask for bonding requirements for any contract exceeding \$10,000.00. Therefore, the bidder is not required to submit a bond with the proposal.
25. **Audit:** For the purpose of verifying pricing, the successful bidder must agree to allow the Bessemer City Board of Education to audit-related records with 72-hour notice.
26. **Immigration Law:** 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.”

SECTION II-GENERAL CONDITIONS

INSURANCE:

The successful bidder will maintain such insurance as will protect them and the Board from claims under Workmen's Compensation Acts and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama, and shall include Bessemer, Alabama, as Added Additional Insured By Endorsement, **including a thirty (30) day(s) written cancellation notice**. Evidence of insurance will be furnished to the Business Affairs Supervisor not later than seven (7) days after the Purchase Order/contract date. Successful bidder is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage:

Contracting party shall file the following insurance coverage and limits of liability with the County's Human Resource Department and Purchasing Department before beginning work with Bessemer City Schools.

General Liability:

\$1,000,000 - Bodily injury and property damage combined occurrence
\$1,000,000 - Bodily injury and property damage combined aggregate
\$1,000,000 - Personal injury aggregate
Comprehensive Form including Premises/Operation, Products/Completed Operations,
Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile Liability:

\$1,000,000 - Bodily injury and property damage combined coverage
Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability:

\$100,000 - Limit each occurrence

Umbrella Coverage:

\$1,000,000 - Each occurrence
\$1,000,000 – Aggregate

PROPOSAL INSTRUCTIONS:

In order to facilitate the analysis of responses to this bid, bidders are required to prepare their responses in accordance with the instructions outlined in this section. Responses not complying with this format may be considered non-responsive and may be removed from consideration on this basis. All costs incurred by the Bidder in preparing the response or costs incurred in any other manner by the Bidder with regard to this BID will be wholly the responsibility of the Bidder. All responses, materials, supporting materials, correspondence and documents submitted by the Bidder become the property of Bessemer City Board of Education and will not be returned.

VENDOR'S COSTS:

Costs for developing responses are entirely the responsibility of the Vendor and shall not be chargeable to Bessemer City Schools. Responses should be prepared as simply as possible and provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of the Bid. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

SECTION II-GENERAL CONDITIONS

The quality and grade of all products and services provided by a low bidder shall meet all Local, State, and Federal requirements and inspection/building codes and tests, permits, and licenses, including, but not limited to, ADEM, OSHA, Fire & Safety, EPA, American Disability Act, and Health Department.

Minimum Qualifications

1. Successful bidder shall have a minimum of three (3) years' experience doing business under the same firm name in which the bids are submitted. Joint venture contracts **will not** be considered.
2. Successful bidder shall have a minimum of three (3) years' experience providing services of similar size, nature and complexity to that specified.
3. Successful bidder shall have bonding capacity of at least \$1,000,000.
4. Successful verifiable history of delivering services within the specified time and budget.
5. **Required Background Check:** Anyone who performs work at Bessemer City Schools must have a basic criminal background check on file. All results must be permissible and appropriate to be able to work in the schools. It is the bidders' responsibility to pay for these reports and to keep them on file for audit purposes.
6. Bidder is required to have the capability of a recycling program. The recycling program/services will be based on current fair market pricing. No other contract will be signed. The bid is the contract.

Overview: It is the purpose of this proposal request to establish, to the degree possible, a sole source of supply for the purchase of Waste Disposal Services for Bessemer City Board of Education.

Award: The following criteria will be used in evaluating and awarding this bid: 1) **the general criteria for awarding bids, as included in Section I- General Information,** 2) **the total extended cost of all items, as indicated on the Proposal Form. Pricing for temporary containers will also be evaluated and considered prior to making an award. Lowest bidder will be researched Sam. Gov.**

Contract Period: Prices effective for three years from the date of award, with an option to extend 2 additional years, not exceeding five years. Successful bidder will be allowed a price increase of no more than 5% at the end of three years with written documentation as proof when the renewal is requested.

Continuance of Contract: The continuation of this contract is contingent upon the appropriation of funds from the appropriate government funding sources. If sufficient monies are not provided to allow the continuation of this contract, the contract shall terminate on the date when funds are no longer available.

SECTION II-GENERAL CONDITIONS (Continued)

Conformity to Specifications: It is acknowledged that all manufacturers have design differences and that no two products are designed identically. Therefore, products will be evaluated based on the overall quality or design, the quality of materials, the integrity of the construction system as well as functionality and conformity to the intended application.

Quantities: Quantities shown herein are estimated requirements for bidding purposes only for the contract period. The Bessemer City Board of Education does not obligate itself to purchase the full quantities indicated, but the price offered per item must be allowed should the quantities be less. The Board's requirements may exceed the quantities shown and all orders received by the contractor during the term of the contract shall be filled in accordance with the terms and conditions hereinafter set forth.

Discontinued Items: In the event the model or item specified is discontinued, replaced or can otherwise no longer be acquired, bidder should submit the generally accepted replacement model or item at the same bid price. Such substitutes should be acknowledged and identified with appropriate model or item numbers.

Substitution: The items, manufacturers, or brands listed in this "Invitation to Bid" have proven to be of a grade, quality, and availability that are acceptable to the Bessemer City Board of Education. Therefore, substitutions for the product specified will not be considered. Only those products that meet or exceed the product and performance specifications as an equal will be considered. When submitting an item as an equal, you should provide a comparison of the specifications for the equal versus the product specified on the form included. *The burden of proving a product as an equal to that specified shall fall to the vendor submitting the proposal.*

Payment/Procedure Terms

1. Accounts Payable receives invoices from vendors.
2. The vendor is emailed notification of payment, if paid via ACH.
3. It is customary that payment terms will be Net 30 days from the invoice date.

By submitting a bid, the vendor/contractor agrees to accept various forms of payment for invoices including a VISA purchasing card or ACH payments. Successful bidder will receive complete information, once the bid is awarded. Any problems with the collection of payment should be addressed to the Business Affairs Supervisor at 205-432-3030. By submitting a signed proposal for this bid, the vendor is acknowledging acceptance of these payment procedures/terms.

_____ Authorized Signature _____ Date

SECTION II-GENERAL CONDITIONS (Continued)

Compliance: In the event the lowest bidder refuses to accept all the requirements set forth in this bid without deviation, that bid will then be considered as non-respondent. In this case, the award of this contract will be rescinded with the new award going to the next low bidder meeting specifications.

NO OTHER CONTRACT OR AGREEMENT TO PURCHASE OR LEASE WILL BE SIGNED BY THE BOARD OTHER THAN BOARD-ISSUED PURCHASE ORDERS. WHEN IN CONFLICT THIS BID DOCUMENT WILL SUPERCEDE ANY OTHER DOCUMENT.

Pending Legal Actions: Disclose all past or present legal actions or party to all legal actions involved in this service or product. Failure of accurate disclosure may result in a bidder being disqualified.

Additional Purchases: The Bessemer City Board of Education reserves the right to purchase this service for additional yet unidentified schools under the same unit pricing and specifications as outlined in this bid.

IDENTIFICATION

If Jefferson County Business Licenses were issued to your company for the past twelve (12) months, please list numbers: _____ Vendor's Federal I.D. Number: _____

Address: _____

I certify that _____ (Company name) has ___, or has not ___ been in operation for at least one year at location (s) zoned for the type of business conducted by my company at the address stated above.

_____(Authorized Signature) _____(Print Name)

IF BIDDER IS NOT FROM THE BESSEMER AREA, BIDDER SHOULD INDICATE, IN DETAIL, THEIR PLAN FOR PROVIDING SERVICE SHOULD THEY RECEIVE THE AWARD.

All Bidders should have verifiable projects of similar function, size and complexity. Bidder must furnish a sales/service representative to handle all details of the order or subsequent service. Bidder is to provide the name, address, and phone number of a representative who will be handling the order and any necessary service or warranty claims.

Name of Sales/Service Representative: _____

Address: _____ Phone # _____

HOW IS THIS PROPOSAL SUBMITTED? (Indicate only one)

- Meeting the exact specifications ()YES ()NO or
- As an equal/or better to the stated specifications ()YES ()NO

Authorized Signature

Date

SPECIFICATIONS

Proposal Agreement: All pricing proposals must be submitted on the included *Proposal Agreement*.

1. Provide a dumpster @ each school/department. FREE of Charge. The monthly charge includes the placement and cleaning of the dumpster.
2. Monthly Waste Disposal Services for all Bessemer City Schools and Cafeterias.
3. Billing

The successful bidder must meet the following Billing Requirements:

1. No Pre-billing
2. Accounts Receivable Aging Report, upon request
3. Invoicing on a timely basis
4. Separate billing (CNP / Schools)
5. Invoices to be complete with Identification of CNP and/or School Site, month, detailed service (days picked up, size, etc.)

Dumpsters that are used exclusively by the Child Nutrition Program should be billed directly to the Child Nutrition Department.

Billing for Dumpsters, which are shared by the School and the Child Nutrition Program, should be billed to the central office with the name of the school clearly included/visible on the invoice.

4. All Dumpsters shall be cleaned, sanitized and maintained according to Health Department requirements.
5. Summer pick-up schedule may vary from school year. *The successful bidder will be responsible for scheduling summer service.*
6. Prices quoted should be for monthly service. The monthly price quoted must be honored for ALL Service Requirements. Must be all items as specified or greater. Size specified or larger.
7. Temporary Containers, to be requested as needed. 20 YD and 30 YD Open Top. Provide pricing for Delivery, Haul Rate and Disposal Rate per Ton.

20 Yd Open Top

Haul Rate \$ _____ Disposal Rate per Ton \$ _____ Delivery Rate \$ _____

30 Yd Open Top

Haul Rate \$ _____ Disposal Rate per Ton \$ _____ Delivery Rate \$ _____

Authorized Signature

Date



BID CHECKLIST

BCS-2024-1022

1. _____ MANDATORY SITE VISIT FORM
2. _____ LIABILITY INSURANCE DOCUMENTATION (SECTION I-4, P. 2)
3. _____ WORKMAN COMPENSATION (SECTION II – INSURANCE, P. 6)
4. _____ PAYMENT/PROCEDURE TERMS (SIGNATURE NEEDED, P. 8)
5. _____ IDENTIFICATION & POINT OF CONTACT (COMPLETE SECTION, P. 9)
6. _____ TEMPORARY CONTAINERS (COMPLETE SECTION, P. 10)
7. _____ VENDOR GUIDELINES (P. 11)
8. _____ DRUG-FREE WORKPLACE (P. 12-13)
9. _____ SMOKING & NON-USE OF TOBACCO (P. 14)
10. _____ CERTIFICATION OF ELIGIBILITY (P. 15)
11. _____ CERTIFICATE OF NON-COLLUSION (P. 15)
12. _____ E-VERIFY DOCUMENTATION
13. _____ CERTIFICATION OF COMPLIANCE (P. 16)
14. _____ DEVIATION FORM (P. 16)
15. _____ REFERENCES (AT LEAST THREE (3), P. 17)
16. _____ PROPOSAL AGREEMENT (P. 18)
17. _____ ENVELOPE(S) LABELED – **BID# BCS-2024-1022**

DISTRICTWIDE WASTE DISPOSAL

**VENDOR GUIDELINES FOR WORKING IN AND
DELIVERING TO BESSEMER CITY SCHOOLS**

- NO weapons on school grounds.
- NO illegal substances on school grounds.
- NO smoking on school grounds.
- Visible identification required at all times.
- NO contact or communication with students.
- Appropriate language used at all times.
- Advance notice must be given for after hour work, including areas to which access is needed.

Company Name

Street Address

Name and Title of Authorized Representative

City, State, Zip

Signature

Date

Drug-Free Workplace

It is the policy of the Bessemer Board of Education that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance (as defined by 21 U.S.C. § 812) or alcohol in the Board's workplace is prohibited. Any employee on school premises or as part of school activities or school sanctioned activities who unlawfully manufactures, distributes, dispenses, possesses, or uses or who is under the influence of drugs or other controlled substances, for which the employee has no prescription from a duly licensed physician, is subject to disciplinary action up to termination or cancellation of contract. No employee, who is impaired by any illegal drug or by alcohol, will report for work, will work, or be present in the workplace. Employees who are so impaired or who possess, use or distribute illegal drugs or alcohol in the workplace are subject to the disciplinary procedures of the Board, including possible dismissal.

"Workplace" means any vehicle, office, building, classroom, or property (including parking lots) owned or operated by the Board or any other site at which an employee is to perform work for the employer. An "employee" of the Board is any individual receiving remuneration for services rendered. "Possess" means to be contained either on an employee's person or in an employee's motor vehicle, tools or areas entrusted to the control of the employee. "Impaired" means under the influence of an illegal drug or of alcohol such that the employee is unable to perform his/her assigned tasks properly.

"Designated employee" shall include employees subject to the provisions of 49 C.F.R. Part 40 of the Omnibus Transportation Employees Testing Act of 1991. Designated employees shall include those persons applying for or holding positions requiring a commercial driver license (CDL) and/or sensitive transportation related and maintenance positions.

Any employee with information of the possession, use or distribution of illicit drugs or alcohol on school premises or as part of any school or school sanctioned activity is required to report such information to the Principal, Superintendent, or other appropriate school authority.

The immediate supervisor is to be notified by the employee of any criminal drug or alcohol statute conviction (including driving under the influence of alcohol or drugs - DUI) within five (5) days of the conviction. Upon learning of such conviction, each supervisor shall immediately notify the Superintendent of a drug or alcohol status conviction of any employee.

Any employee who violates this prohibition will be: 1) required to participate satisfactorily in an approved drug abuse assistance or rehabilitation program and/or 2) subject to appropriate personnel action, which may include but is not limited to reprimand, suspension with or without pay, and/or termination.

It is the policy of the Board to maintain a drug-free awareness program to inform employees about the danger of drug abuse in the workplace and make available information pertaining to drug counseling, rehabilitation, and employee assistance programs.

All employees will receive a copy of the Drug-Free Workplace Policy and one shall be posted in a prominent place in each building owned or operated by the Board. This policy applies to all employees as a condition of employment and all must abide by the terms of this policy.

LEGAL REF.: Drug Free Workplace Act of 1988, 34 CFR Part 85, Subpart F; Code of Alabama § 16-1-14, 16-1-24.1

Drug-Free Workplace

Organization Name

Street Address

Name and Title of Authorized Representative

City, State, Zip

Signature

Date

**SMOKING AND NON-USE OF TOBACCO PRODUCTS
ON SCHOOL PROPERTY**

To promote the welfare of the young people entrusted to its care and in recognition of the acknowledged harmful effects of cigarettes and other tobacco products both to the smoker and those around him/her, the Board prohibits smoking and the use of other tobacco products in all buildings of the Board at all times.

Smoking and the use of other tobacco products are prohibited on the grounds of all Bessemer Board of Education facilities at any time.

The policy applies to students, employees of the Board, and to visitors on the property of the Bessemer schools. Smoking and tobacco usage policies and sanctions, which are a part of the Code of Student Conduct, are extensions of this policy and are not limited by its scope. Employees in violation of this policy will be reprimanded.

LEGAL REF.: Code of Alabama § 16-1-30, Alabama Administrative Code, 290-030010-06,
Regulations Governing Public, Non-Public Accredited and Non-Accredited Schools

Organization Name

Street Address

Name and Title of Authorized Representative

City, State, Zip

Signature

Date

CERTIFICATION OF ELIGIBILITY

The prospective bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Organization Name	Street Address	City, State, Zip
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Name and Title of Authorized Representative

Signature	Date
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CERTIFICATE OF NON-COLLUSION

THE BIDDER CERTIFIES THE FOLLOWING TO BE TRUE:

- This bid is the result of independent consideration and no other bidder or competitor has been involved.

- The contents of this bid have not been disclosed, nor will such occur knowingly, prior to the bid opening, to another bidder, potential bidder or competitor.

- There has not been nor will there be any attempt to induce other persons, corporations or partnerships to be involved in or to refrain from involvement in the bid process.

- The signer certifies that the aforementioned statements are accurate to the best of his/her knowledge and the penalties may be implemented to the bidder and/or the signer if violations occur.

Organization Submitting Bid	Date
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Name of Signer (Print Name)	Authorized Signature
-----------------------------	----------------------

Title

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The Undersigned person declares that he or she is legally authorized to bind the firm hereby represented, and that the firm being represented is authorized to do business in the State of Alabama, and hereby certifies that he or she has examined and fully comprehends the requirements of and specifications for Bessemer City Board of Education.

We propose to furnish said items or services quoted and guarantee that, if the order is placed with us, we shall furnish said items in accordance with your specifications and requirements unless otherwise indicated.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

DEVIATION FORM

This "Invitation" shall not be altered by bidder in any way. Any and all changes from those specified shall be listed as a deviation. In the event that the undersigned bidder intends to deviate from the specifications, the bidder must fully document and list each deviation in complete detail including reasons for the deviation. General statements may not be acceptable.

If no deviations are submitted, the bidder assures the Board of full compliance with the specifications and conditions, and assures the bid meet all specifications.

ANY DEVIATION FROM PUBLISHED SPECIFICATIONS MUST BE IDENTIFIED BELOW. FAILURE TO ABIDE BY THIS REQUEST MAY RESULT IN A BIDDER BEING DISQUALIFIED.

Authorized Signature: _____ Title: _____

REFERENCES

1. Customer _____
Contact Name and Number _____

2. Customer _____
Contact Name and Number _____

3. Customer _____
Contact Name and Number _____

4. Customer _____
Contact Name and Number _____

PROPOSAL AGREEMENT

I/We have examined the conditions/specifications outlined in your Request for Proposal (RFP) and agree to provide the services according to your conditions/specifications and instructions at the indicated prices. I/We, the undersigned understand and accept the instructions and conditions under which this bid/proposal is being submitted.

This bid/proposal consists of all required documentation to present a complete proposal. I/We understand that a company officer's signature is required, and if this has not been done, our bid/proposal may be considered incomplete and, therefore, rejected.

SCHOOL

Dumpster Size	Service Days	Base Price	Location
_____	3 days	\$ _____	Westhills Elementary
_____	5 days	\$ _____	Jonesboro Elementary
_____	5 days	\$ _____	Bessemer City Middle
_____	3 days	\$ _____	Greenwood Elementary
_____	5 days	\$ _____	Abrams Elementary
_____	3 days	\$ _____	C. F. Hard Elementary
_____	5 days	\$ _____	Bessemer City High School

DISTRICT OFFICES

Dumpster Size	Service Days	Base Price	Location
_____	_____ days	\$ _____	New Horizon Alternative
_____	_____ days	\$ _____	Central Office
_____	_____ days	\$ _____	Transportation Department
_____	_____ days	\$ _____	Maintenance Department

Proposer's Representative's Signature

Printed Name

Title

Business/Cellular Phone Number

Email Address

PROPOSAL AGREEMENT

I/We have examined the conditions/specifications outlined in your Request for Proposal (RFP) and agree to provide the services according to your conditions/specifications and instructions at the indicated prices. I/We, the undersigned understand and accept the instructions and conditions under which this bid/proposal is being submitted.

This bid/proposal consists of all required documentation to present a complete proposal. I/We understand that a company officer's signature is required, and if this has not been done, our bid/proposal may be considered incomplete and, therefore, rejected.

CAFETERIA

Dumpster Size	Service Days	Base Price	Location
8 YARD	3 days	\$ _____	Westhills Elementary
8 YARD	5 days	\$ _____	Jonesboro Elementary
8 YARD	5 days	\$ _____	Bessemer City Middle
6 YARD	3 days	\$ _____	Greenwood Elementary
8 YARD	5 days	\$ _____	Abrams Elementary
8 YARD	3 days	\$ _____	C. F. Hard Elementary
8 YARD	5 days	\$ _____	Bessemer City High School

Proposer's Representative's Signature

Printed Name

Title

Business/Cellular Phone Number

Email Address