



**BESSEMER CITY BOARD OF EDUCATION**

March 8, 2022

**Invitation to Bid #BCS-2021-315-2**

The Bessemer Board of Education will be accepting sealed bids for Removal of old carpet and or tile flooring and installation of new flooring at the Central Office Complex and various schools.

**Bidders may bid on one (1) or more locations. Bids do not have to include all sites.**

SEALED BIDS WILL BE RECEIVED BY THE FINANCE DEPARTMENT, BESSEMER CITY BOARD OF EDUCATION, 1621 5<sup>TH</sup> AVENUE NORTH, BESSEMER, ALABAMA 35020-5736 UNTIL: **Wednesday April 13<sup>th</sup>, 2022, @ 4:00 p.m.**

THE SEALED BIDS WILL BE OPENED AND READ PUBLICLY **Thursday, April 14<sup>TH</sup>, 2022, @ 5:30 p.m. in the Boardroom at the Board of Education.**

**RETURN ENTIRE COMPLETED PROPOSAL TO: Finance Department**

**Attn: Patricia Stewart, CSFO**

**Bessemer City Board of Education**

**1621 5<sup>th</sup> Avenue North**

**Bessemer, AL 35020**

**VENDOR WILL BE REQUIRED TO OBTAIN ANY BUILDING PERMITS IF NEEDED. IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDER TO MAKE CERTAIN THAT THE SEALED BID IS RECEIVED IN THE FINANCE DEPARTMENT ON/BEFORE APRIL 13<sup>TH</sup>, 2022 @ 4PM. ANY BIDS RECEIVED AFTER THE DESIGNATED DATE AND TIME, WILL NOT BE CONSIDERED.**

Outside of your bid envelope must be marked with the **Bid number, date and time of bid opening General Contractor's license number if applicable** (US MAIL, FEDERAL EXPRESS, UPS, ETC.).

FOR FURTHER INFORMATION, RELATED TO THE PRODUCTS OR PROJECT CONTACT:

**Jennifer Gilbert @ (205) 432-3012.**

## SECTION 11. GENERAL INSTRUCTIONS

Sealed, bids will be received by the Board of Education School District at the time and place specified on the Invitation to Bid. **Neither dating of bid form nor placing in mail by this date will meet requirements. Bid must be received on or before date and time stated.** The Bessemer Board of Education School District reserves the right to reject any and all bids and to waive any and all formalities. While it is the intention of the Bessemer Board of Education School District to all items listed, the right is reserved to omit items necessary to bring the total cost within budget provisions.

1. **RFP Process Governed by Law:** The process of RFP 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.

2. **Eligibility** Prospective bidders shall be properly licensed, certified, or with appropriate governmental or regulatory authorities and must be prepared to demonstrate to the Bessemer 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 transaction, or which cannot demonstrate to the satisfaction of the Board their willingness or ability to meet the reasonable requirements of the board.

3. **Signature on Invitation Required:** "Invitation to Bid" shall be signed with the firm or corporate name and by an officer.

4. **Return Instructions:** Bidders must use the Bid form without alterations. **Bids must be submitted sealed in envelope, with the address of the School District on the outside of the enveloped company bid number, and bid opening date as they appear on the invitation.**

5. **Errors and Discrepancies in the Proposal Form:** In case of error in the extension of prices in bids, the unit price will govern. In case of discrepancy between the prices shown in the figures and in words, the words will govern.

6. **Correction of Mistakes:** All entries must be in ink or typewritten. No erasures or corrective fluid permitted. Mistakes may be crossed out and correction inserted adjacent. Corrections must be initialed in ink by person signing bid.

7. **Correctness of Bids:** Bids shall be verified before submission, as quotations cannot be withdrawn after public opening. No bid can be corrected after being opened. The Bessemer Board of Education will not be responsible for errors or omissions on bids

8. **Local Preference:** The Board reserves the right to select local (Jefferson County and Alabama) vendors, suppliers, and contractors as authorized or required by law, and subject to any limitations imposed thereby.

9. **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. (Attachment 1)

10. **Certificate of Eligibility:** All potential vendors must disclose eligibility to bid on RFP. Complete enclosed Certificate of Eligibility. (Attachment 2)

11. **Vendor Guidelines:** All vendors doing business with the Bessemer Board of Education 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. (Attachment 3)

12. **Smoke Free/Drug Free:** All Bessemer facilities and offices are smoke free and Drug Free environments. All potential and successful bidders must abide by these policies. (Attachment 4 and Attachment 7)

13. **Advance Provisions or Samples:** The Board reserves the right to request demonstrations or samples of products or services before an award is made. Pictures, descriptions and other explanatory documents and materials are encouraged and may be submitted with the bid.

14. **Prices:** Vendor agrees that the Bessemer Board of Education will be charged no more for item(s) bid than the State of Alabama or Purchasing Association of Central Alabama (P.A.C.A.) contacts. 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 contract expiration date. Notification and documentation of increase shall be submitted to the Finance Department Patricia Stewart, CFSO for approval. Contract renewal/extension will constitute acceptance of price increases.

15. **Alternative Purchasing** The Bessemer 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.

16. **Work Bid on a Unit Price Basis:** Where all, or part (s), of the proposal is bid on a unit price basis, both the unit prices and the extensions of the unit prices constitute a basis of determining the lowest responsible and responsive bidder. In cases of error in the extension of prices of bids, the unit price will govern. A bid may be rejected if any of the unit prices are obviously unbalanced or non-competitive.

17. **Reduction in Pricing:** In the event the vendor receives a reduction in cost from their supplier or manufacturer, the Bessemer Board of Education shall receive the benefit of such a reduction on any undelivered portion of the contract.

18. **Terms:** All items listed are to be charged to the School sites as indicated on the deliver Site attachment. Invoice date to be determined by the date of delivery unless otherwise agreed. (Attachment 5)

19. **Default and Delays:** In case of default of the successful bidder, the Bessemer Board of Education reserves the right to terminate the purchase order or contract and to purchase similar supplies, services, furniture, furnishing or equipment on the open market. The bidder will be charged with any cost incurred by the Bessemer Board of Education whether said cost is same as originally accepted or in excess of the contract.

20. **Prohibition Against Conflicts of Interest Gratuities and Kickback.**

" Any employee or any official of the school district or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws."

21. **Fiscal Funding:** If the purchase orders for the items covered by this proposal have not been issued by June 30 of the current fiscal year, it should be understood that purchases in the next fiscal year are conditional on receipt of Federal and/or State funds. In the event of the discontinuance or a decrease in Federal and/or State funds, The Board reserves the right to decrease the quantities and/or delete items.

22. **Termination of Contract:** The Bessemer 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:

- **Failure to deliver within the terms of contract**
- **Failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition.**
- **Misrepresentation by the vendor.**
- **Fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the State or the Board.**
- **Conflict of contract provisions with constitutional statutory provisions by State or Federal law.**
- **Substantial change in the financial or economic condition of the Bessemer Board of Education.**
- **Any other breach of contract.**

23. **Compliance with Bonding Requirements:** Under the Alabama Bid Law it is required for any contract exceeding \$10,000.00, that the bidder submit with his bid, either a certified check, a cashier's check, or a bid bond payable to the Bessemer Board of Education in an amount (subject to a maximum of \$10,000.00 equal to five percent (5%) of the bid). All bids must comply with the State Bid Law. The successful bidder may be required to furnish a performance bond in the amount of 100% and not less than 50% of the contract price.

*The amount of bid bond or check that is being enclosed is \$ \_\_\_\_\_.*  
*Bonding Company: \_\_\_\_\_.*

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Authorized Signature

Title

Date

## SECTION III-SCOPE OF CONTRACT

1. **Contract Period:** Bids are for a period of one year
2. **Requirements:** Vendor must have the capability to provide the following:
  - **Delivery as required.**
  - **Discrepancies must be handled promptly (within 7-days on incorrect delivery and within 30 days for invoicing errors/problems).**
  - **Unit price shown on purchase order and price on vendor's invoice must match in order to be processed for payment. Therefore, the vendor must notify the appropriate personnel at the Bessemer Board of Education of pricing errors within one business day of receipt of purchase order.**
3. **Penalty:** The Bessemer Board of Education reserves the right to terminate this contract on 30 days' written notice to the successful bidder(s). Factors to be considered in termination of this contract will include but may not be limited to:
  - **If deliveries are not made as specified.**
  - **A non-specified product fails to perform as expected.**
  - **Billing issues cannot be resolved in a satisfactory and timely manner.**
4. **Product Evaluation:** Bidder will provide, upon request, additional information on items which he has bid for evaluation within 3 days of request. Failure to provide the additional information within this time frame will result in rejection of the product from award consideration.
5. **Warranties:** Attach a copy of all warranties for the product submitted. Said warranties shall become a part of your bid.
6. **Accounting Practices:** Responsible bidder shall possess the experience and ability to perform the necessary services for a complete and workmanlike installation of food service equipment.
7. **Bidder Qualifications:** Before any contract can be awarded, a bidder must be deemed qualified, in the judgment of the school district officials, to perform as required, herein. A bid will be rejected if a bidder fails to meet any one of the qualifications **or supply any of the required documentation.**
8. **Product Line:** The bidder must demonstrate that it can provide all of the items on the bid list within the time frames specified in the Invitation to Bid.
9. **Reliability:** The bidder must demonstrate a record of successful prior service. For bidders with less than one year of experience, the bidder must demonstrate the ability to perform.
10. **Record Keeping:** The successful bidder agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment. The School District, its authorized agents, and/or State/Federal representatives shall have full access to and the right to examine any of said materials during said period.

#### SECTION IV. SPECIAL INSTRUCTIONS

1. **START- UP** - The bidder shall indicate in Section V the name of company, agent, address and phone number of the responsible for checking operation of items after final installation.

2. **Demonstration** - If any item is with moveable parts it shall be demonstrated to school district employees. **Bidder shall indicate in Section V the name of company, agent, address and phone number of party responsible for demonstration.** If the agent is not an employee of the bidder a letter shall be attached indicating willingness to provide demonstration. The City School District shall be responsible for notifying agent that item has been installed and start-up check has been completed. Demonstration shall be provided within 10 working of notification, Demonstration shall be conducted at a time agreeable to the school district at the site of actual item installation. Failure to provide this information will be considered reason for rejection of the bid.

3. **Dealer Warranty** - In addition to the manufacturers' warranty the successful bidder shall guarantee for a period of one (1) year all items and equipment furnished under this bid. The warranty shall begin on the date the owner has accepted the start—up report or the owner has notified the successful bidder that the start — up is complete. The conditions of the warranty shall be as follows:

A. **Factory Authorized Service Agents** - The bidder shall indicate in Section V the name, address and phone number of a factory authorized service agency for each item specified. The factory authorized service agency shall be located within 250 miles of installation site. Providing this information is in addition to the service required in No. 3 above.

CERTIFICATE OF NON-COLLUSION

State of \_\_\_\_\_ : Contract/Bid Number: \_\_\_\_\_

County of \_\_\_\_\_ :

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices (s) and the amount of bid.

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 signee certifies that the aforementioned statements are accurate to the best of his/her knowledge and the penalties may be implemented to the and/or the signee of violations occur.
- \_\_\_\_\_, its affiliates, subsidiaries, officers, directors, and  
(Name of Firm)  
employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

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NON-COLLUSION AFFIDAVIT

I state that \_\_\_\_\_ understand and acknowledges  
(Name of Firm)

that the above representations are important, and will be relied on by the **Bessemer Board of Education**. In awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the **Bessemer Board of Education** of the true facts relating to submission for this contract.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Company)

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_  
\_\_\_\_ DAY OF \_\_\_\_\_ 2022

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expires



Attachment 1

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

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

- 1. NO weapons on school grounds.**
- 2. NO illegal substances on school grounds.**
- 3. NO smoking on school grounds.**
- 4. Visible identification required at all times.**
- 5. NO contact or communication with students.**
- 6. Appropriate language used at all times.**
- 7. Advance notice given of after-hours work, including areas to which access is needed.**

## SMOKING AND THE 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. 290-030 010-06, Regulations Governing Public, Non-Public Accredited and No accredited Schools



## INSTALLATION OF FLOORING

LVP: Hot & Heavy Collection Color Cole or Commercial Grade Tile

### SCOPE OF WORK AND SPECIFICATIONS

**Bidders may bid on one (1) or more locations. Bids do not have to include all sites.**

**Bid must include price of taking measurements of all designated areas in all locations.**

#### Project Locations

Bessemer Board of Education - 1621 5<sup>th</sup> Avenue North Bessemer Al 35020 —All office areas

Bessemer Board of Education Annex -

Abrams Elementary School — 1200 23<sup>rd</sup> Street North Bessemer, Al 35020 — Main Office area

Greenwood Elementary School — 5012 Roslyn Road Bessemer, Al 35022 — Main Office area

C.F. Hard Elementary School - 2801 Arlington Avenue Bessemer, Al 35020 — Main Office area

Jonesboro Elementary School — 125 Owen Avenue Bessemer, Al 35020 — Main Office area -5<sup>th</sup> grade area

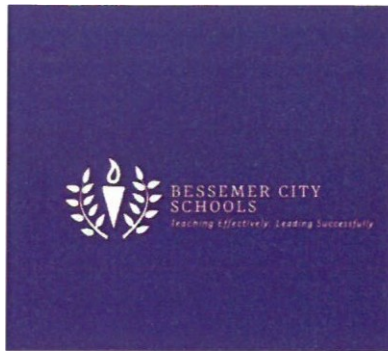
Westhills Elementary School — 710 Glenn Road Bessemer, Al 35020 — Main Office area

Bessemer City Middle School — 100 High School Drive Bessemer, Al 35020 — Main Office area — Bookkeeper area

Bessemer City High School — 4950 Premiere Parkway Bessemer, Al 35020 — Main Office area

#### Scope of Work

1. Move furniture as needed to complete the project. Details will be discussed during the Pre-Bid Meeting.
2. Remove and dispose of existing carpet and cove base.
3. Prepare substrate for application of new flooring
4. Provide and install as specified herein. Color to be specified by Bessemer City Schools at each location.
5. This is a turn-key project which must be completed within 90 - 120 days of receiving the awarded bid and the ordering/delivery of all materials.



## Specifications

### PART 1- GENERAL

#### 1.01 SCOPE:

Furnish all labor, materials, tools and equipment necessary to remove existing carpeting and install new carpeting / cove base as indicated on the drawings and/or specified herein. Removal of all old carpet and discarding of all debris. Provide disposal container for all debris.

#### 1.02 SUBMITTALS:

- A. Samples: Successful bidder shall provide samples of the selected manufacturer's line.
- B. Manufacturer's Literature: Manufacturer's recommended installation instructions, product warranty information, and Safety Data Sheets.
- C. Maintenance Materials:
  - 1. Furnish additional materials for replacement and maintenance.
  - 2. Furnish materials of each size, color, pattern and type of material included in the work.
  - 3. Furnish additional materials at the rate of 2% of each color.

#### 1.03 QUALITY ASSURANCE:

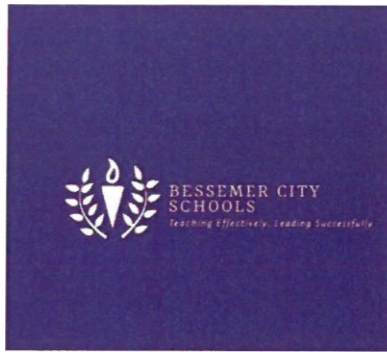
- A. Use only skilled and experienced installers for the installation.
- B. If required, provide types of flooring and accessories supplied by one (1) manufacturer, including leveling, patching compounds and adhesives.

#### 1.04 WARRANTIES

- A. Materials should have a minimum 10 year limited commercial warranty.
- B. Additional materials shall have minimum warranties equal to industry standards.

#### 1.05 PRODUCT DELIVERY AND STORAGE:

- A. Deliver materials to project site in manufacturer's original, unopened containers with labels indicating brand names, colors and patterns, and quality designations legible and intact.



- B. Do not open containers or remove markings until materials are inspected and accepted.
- C. Store and protect accepted materials in accordance with manufacturer's directions and recommendations.
- D. Unless otherwise directed, allow flooring and accessories to acclimate for no less than twenty-four (24) hours prior to installation.

#### 1.06 ENVIRONMENTAL REQUIREMENTS:

- A. Maintain temperature in space to receive flooring between 65° F and 85° F, and humidity between 35% and 65%, for forty-eight (48) hours before and after installation.
- B. Use appropriate methods to prevent the spread of dust and debris to adjacent areas of the building.
- C. Furniture replacement and heavy traffic should be avoided for at least 24 hours following carpet installation.

### PART 2 - PRODUCTS

#### 2.01 MATERIALS:

##### A. Floors:

- 1. All materials shall be a commercial grade product. Acceptable manufacturers - Mannington, Mohawk, or Shaw. Color to be selected by Bessemer Board of Education.

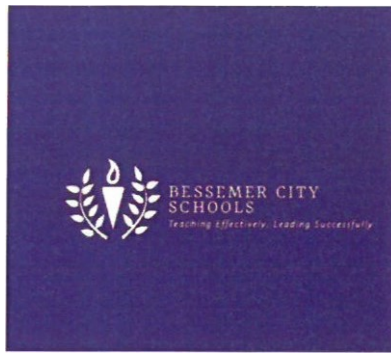
#### 2.02 APPLICATION MATERIALS:

- A. Provide type and brands of adhesive as recommended by manufacturer of covering material for the conditions of the installation
- B. Primer shall be by type and brand recommended by floor covering manufacturer.
- C. Crack filler / leveling compound shall be type and brand recommended by the floor covering manufacturer.

### PART 3 - EXECUTION

#### 3.01 INSPECTION OF SURFACES:

- A. Examine substrate for flaws which would impact execution and quality of carpeting as specified.



B. Do not proceed with installation of carpeting until defects have been corrected.3.02 PREPARATION:

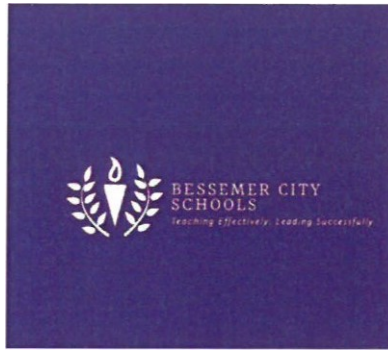
- A. Remove dirt, oil, grease, or other foreign matter from surfaces to receive floor covering materials.
- B. Fill cracks more than 1/16" wide with a Portland or cement based patching compound.
- C. Floor must be flat to within 1/8" in 10 ft. Use leveling compound as required.
- D. Prime surfaces if recommended by floor covering manufacturer.

#### 3.03 APPLICATION OF ADHESIVES:

- A. Mix and apply adhesives in accordance with manufacturer's instructions.
- B. Provide safety precautions during mixing and applications as recommended by adhesives manufacturer.
- C. Apply adhesive uniformly over surfaces:
  - 1. Apply adhesive to only that area which can be covered by floor covering material within the recommended working time.
  - 2. Remove adhesive which dries or films over.
  - 3. Do not soil walls, bases, and adjacent areas with adhesives.
  - 4. Promptly remove any spillage.
- D. Apply adhesives as per manufacturer recommendations.
- E. Clean trowel and re-work notches as necessary so as to ensure proper application of adhesive.

#### 3.04 INSTALLATION OF LVP:

- A. General
  - 1. Lay tile beginning at center of room or space and work towards perimeter.
  - 2. Do not lay tiles less than 1/2 the width of a field tile.
  - 3. Cut border tile neatly and accurately to fit within 1/64" of abutting surfaces.
  - 4. Fit flooring material neatly and tightly into breaks, recesses, against bases, around



penetrations, under saddles and thresholds, and around permanent cabinets and equipment.

5. Lay tile parallel to room axis in straight courses. Lay tile with grain or pattern running in same direction.
6. Install transition strips where needed to prevent trip hazards or delamination.

### 3.05 INSTALLATION OF BASE:

#### A. General:

1. Install base around perimeter of room or space.
2. Unroll base material and cut into accurate lengths, as desired or required for minimum number of joints.
3. Match edges at all seams or double cut adjoining lengths.
4. Install with tight butt joints with no joint widths greater than 1/64".
5. Do not install base behind casework.

#### B. Top-Set Base:

1. Apply adhesive and firmly adhere to wall surfaces.
2. Press down so that the bottom cove edge follows floor profile.
3. Form internal corners by using pre-molded corners.
4. Form external corners by using pre-molded corners.
5. Scribe base accurately to abutting materials.



## 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 the Bessemer 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: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
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) 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.