



**Bessemer
City Schools**
LEADING THE WAY TOWARDS A BRIGHT FUTURE

Bid# BCS-2025-113
Interior Painting of Westhills Elementary School
(Labor only)
Bessemer City Schools will provide paint
ALL WORK MUST BE COMPLETED NO LATER THAN JUNE 30, 2025

Bessemer City Board of Education will be accepting sealed bids for *Interior painting of Westhills elementary school (labor only)*. 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, February 11, 2025 @ 2 p .m.** **All envelopes (inside & outside) MUST be labeled whether mailed or hand-delivered with the bid number:**

Bid# BCS-2025-113
Interior Painting of Westhills Elementary School
(Labor only)
Bessemer Board of Education
ATTN: Crystal Billingsley-Briggs, CSFO
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 **FEBRUARY 11TH, 2025 BY 2 P.M.** ANY BIDS RECEIVED AFTER THE DESIGNATED DATE AND TIME WILL NOT BE CONSIDERED. BIDDER MUST USE THIS FORM AND RETURN IN ITS ENTIRETY.

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. **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)

6. **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.

7. **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.

8. **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.*

9. **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.
10. **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.
11. **Disqualification of Bids:** Bids may be disqualified before the awarding of the contract for any of the following:
1. Failure to mark envelope as required.
 2. Failure to sign bid document on any signature line.
 3. Failure to include requested information (example, deviations).
 4. Excessive errors.
 5. Failure to include bid bond (if required).
 6. Failure to have an original signature on the bid form, a faxed copy is not acceptable.
 7. Failure to attend the pre-bid meeting (if required).
 8. 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.
 9. Failure to provide all information requested, as requested.

12. **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.

13. **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.

14. **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)

15. **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.
16. **Smoke-Free Policy:** All Bessemer City School facilities and offices are smoke-free environments. All potential and successful bidders must abide by this policy.
17. **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.
18. **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.
19. **Certificate of Eligibility:** All potential vendors must disclose eligibility to bid on the project. Complete the enclosed Certificate of Eligibility.
20. **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.
21. **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.
22. **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.
23. **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. Provide references
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.

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.

Payment/Procedure Terms

1. Accounts Payable receives invoices from vendors.
2. The vendor should expect payment by check or ACH within 7 business days.

By submitting a bid, the vendor/contractor is agreeing to accept payment for invoices via ACH or check. 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

Description: Painting

Building	Classrooms	Hallways	Restrooms	Total areas	Total cost
MAIN	11	1	6	18	
ADD'L	9	1	0	10	
BLDG 200	4	1	2	7	
TOTAL	24	3	8	35	



BID CHECKLIST

(bid number)

- | | |
|-----------|---|
| 1. _____ | RFP (request for proposal) |
| 2. _____ | MANDATORY SITE VISIT FORM |
| 3. _____ | PROPOSAL AGREEMENT |
| 4. _____ | PAYMENT/PROCEDURE TERMS |
| 5. _____ | VENDOR GUIDELINES |
| 6. _____ | DRUG-FREE WORKPLACE |
| 7. _____ | SMOKING & NON-USE OF TOBACCO |
| 8. _____ | CERTIFICATION OF ELIGIBILITY |
| 8a. _____ | CERTIFICATE OF NON-COLLUSION |
| 9. _____ | CERTIFICATION OF COMPLIANCE |
| 9a. _____ | DEVIATION FORM |
| 10. _____ | REFERENCES (AT LEAST THREE (3)) |
| 11. _____ | SECTION I – GENERAL INFORMATION |
| 12. _____ | SECTION II – GENERAL CONDITIONS |
| 13. _____ | LIABILITY/ WORKMAN COMPENSATION INSURANCE |
| 14. _____ | DIAGRAM/LAYOUT/SCHOOL MAP |
| 15. _____ | SURETY BOND |
| | E-VERIFY DOCUMENTATION |
| | ENVELOPE(S) LABELED – BID# |

*****HIGHLIGHTED ITEMS PROVIDED BY BIDDER*****

**VENDOR GUIDELINES FOR WORKING IN
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

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.

Total Price: \$ _____ for designated areas

Name of Company _____

Address _____

City, State, Zip _____

Email _____

Phone _____

Proposer's Representative's Signature

Date

Printed Name

Title

Business Phone

Cellular Phone

Email Address

*All bidders must attend the mandatory site visit on **February 4th, 2025** at 4:00 p.m. at the **Westhills Elementary School, 710 Glenn Road, Bessemer, Alabama 35020** in the library. *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 **Reginald Mitchell**, Director-Maintenance/Facilities, by phone at 205-432-3900 or email at rmitchell@bessk12.org or rjackson@bessk12.org.

RFP Posted	January 23, 2025
*Mandatory Site Visit at 4:00 p.m.	February 4th, 2025
Deadlines for Inquiries	February 7 th , 2025
Proposals Due by 2 p.m.	February 11th, 2025
Bid Opening	TBD
School Board Meeting	February 18 th , 2025
Commencement of Services	June 1 st , 2025