



**Office of Business Affairs and Finance**

1621 Fifth Avenue, North  
Bessemer, AL 35020  
Phone: 205.432.3029 Fax: 205.432.3085  
Email: [pstewart@bessk12.org](mailto:pstewart@bessk12.org)

**Bid# BCS-2024-6-5  
(Amended Date)**

Bessemer City Board of Education will be accepting sealed bids for *Outdoor Classrooms Project at several locations*. 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 5<sup>TH</sup> AVENUE NORTH, BESSEMER, AL 35020 UNTIL **WEDNESDAY, June 5<sup>th</sup>, 2024 @ 4:00 P. M.**

**All envelopes (inside & outside) should be labeled:**

**Bid# BCS-2024-6-5  
OUTDOOR CLASSROOMS**  
Bessemer Board of Education  
Finance Department  
ATTN: Patricia Stewart, CSFO  
1621 5<sup>th</sup> Avenue North  
Bessemer, AL 35020

The bids will be opened and read publicly **at the Bessemer Board of Education in the Boardroom on June 13<sup>th</sup>, 2024.** **IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDER TO MAKE CERTAIN THAT THE SEALED BID IS RECEIVED IN THE FINANCE DEPARTMENT ON/BEFORE JUNE 5<sup>th</sup>, 2024. ANY BIDS RECEIVED AFTER THE DESIGNATED DATE AND TIME WILL NOT BE CONSIDERED. THE BOARD HAS THE RIGHT TO REJECT ANY AND ALL BIDS.**

**BESSEMER CITY SCHOOLS  
INVITATION FOR BIDS  
OUTDOOR CLASSROOMS PROJECT**

**J.S. ABRAMS ELEM.  
1200 23rd Street North  
Bessemer, AL 35021**

**GREENWOOD ELEM.  
5012 Roslyn Rd.  
Bessemer, AL 35022**

**C.F. HARD ELEM.  
2801 Arlington Ave.  
Bessemer, AL 35020**

**JONESBORO ELEM.  
125 Owen Ave.  
Bessemer, AL 35020**

**WESTHILLS ELEM.  
710 Glenn Rd.  
Bessemer, AL 35020**

**BESSEMER CITY MIDDLE  
100 High School Drive  
Bessemer, AL 35020**

**BESSEMER CITY HIGH  
4950 Premiere Parkway  
Bessemer, AL 35022**

**BESSEMER CITY SCHOOLS**

**INVITATION FOR BIDS**

**OUTDOOR CLASSROOMS PROJECT**

The Bessemer City Schools is accepting bids for the Outdoor Classrooms Project at 5 Elementary, 1 Middle & 1 High School. It is the intent of this solicitation to describe the construction and installation of seven (7) outdoor classrooms at 5 Elementary, 1 Middle & 1 High School to allow for outdoor classroom use and other student activities. The work involves construction and Installing of 15- 6' Writeable Top Outdoor Classroom Desk – In ground Mount, 10 – Benches 71” Bench with Back – In ground Mount, 1 Portable Sound System, 2 Handwashing Station with Water, 4 Hand Sanitizing Stations, 2 Trash Cans - In ground mount, 2 Aluminum Hardtop Gazebo at each site.

Work under this contract requires a contractor to furnish all labor, materials, tools, equipment and supervision necessary to accomplish the work described herein, in accordance with all specifications and requirements.

All proposals are due on/before Wednesday June 5<sup>th</sup>, 2024, at 4:00 P.M. Please send three (3) copies to:

**Bid# BCS-2024-6-5**  
**OUTDOOR CLASSROOMS**  
Bessemer Board of Education  
Finance Department  
ATTN: Patricia Stewart, CSFO  
1621 5<sup>th</sup> Avenue North  
Bessemer, AL 35020

## **II. SCOPE OF SERVICES**

The Contractor agrees to perform the following services to construct and install seven outdoor classrooms located at 5 Elementary, 1 Middle School & 1 High School. All prospective bidders are required to visit each site to inspect the work. The project shall be completed within ninety (90) calendar days from the execution of a signed contract.

### **GENERAL SPECIFICATIONS**

- All work shall be completed in a manner that will minimize disruption to school related activities and personnel.
- Secure work area.
- Contractor responsible for all Federal, State and Local permits.
- All work to comply with Alabama State Building Code.
- All work to comply with industry standards.
- Clean up and remove all debris from site as needed daily and at the end of the project.

### **WORK SPECIFICATIONS**

- Remove and dispose of all waste.
- Remove all debris from the work site.
- Work shall be completed within ninety (90) calendar days from the execution of a signed contract.

It is the intent of these specifications to describe the construction and installation of seven (7) outdoor classrooms 5 Elementary, 1 Middle & 1 High School to allow for outdoor classroom use and other student activities. For the most part, the design of each outdoor classroom is nearly identical. The work involves construction and Installing of 15- 6' Writeable Top Outdoor Classroom Desk – In ground Mount, 10 – Benches 71” Bench with Back – In ground Mount, 1 Portable Sound System, 2 Handwashing Station with Water, 4 Hand Sanitizing Stations, 2 Trash Cans - In ground mount, 2 Aluminum Hardtop Gazebo at each site. Any potential addendum to the bid specifications will be issued by the Bessemer City Schools and shall be acknowledged by the vendor in the bid submittal. The project shall be completed within ninety (90) calendar days from the execution of a signed contract. The work under this contract is to include the furnishing of all labor, materials necessary to complete this process.

All contracts are awarded with the understanding that the contractor has acquainted himself/herself with all the requirements of the contracts and specifications, the condition of the sites, and has obtained all the information necessary for the completion of this project. The Contractor shall not at any time, after the submission of his bid, make any claim whatsoever based on insufficient data or a misunderstanding of the requirements, nature, conditions or extent of the work under the contract.

### III. SPECIFICATIONS

#### A. Description

Work shall be performed in accordance with approved construction methods as specified in the Alabama Building Codes.

#### B. Insurance Requirements

The contractor shall provide evidence of the ability to insure Bessemer City Schools against general, automobile, and workers' compensation liabilities. Contractors must meet the minimum insurance limits outlined below. The contractor shall provide proof of insurance naming the Bessemer City Schools as an additional insured for the project.

General Liability	\$1,000,000 per occurrence \$3,000,000 aggregate
Automobile Liability	\$1,000,000 Combined Single Limit (C.S.L.)
Workers' Compensation	Per statutory limits
Excess Liability Umbrella	\$1,000,000 C.S.L.

C. Contractor's Indemnification

Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Bessemer City Schools, its officers, agents and employees from and against any and all damages, liabilities, action, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by the Contractor, his employees, agents, subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. The contractor further agrees to reimburse the Bessemer City Schools for damage to its property cause by the Contractor, his employees agents, subcontractors or materialmen, including damages caused by his, it's or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Bessemer City Schools' gross negligence or willful misconduct.

D. Contractor's Licenses/Certification

Contractor shall possess all necessary licenses and certifications to complete the work.

E. Payment Bond

Compliance with Bonding Requirements: Under the Alabama Bid Law it is required for any contract exceeding \$10,000.00, that the bidder submit with the 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 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

## **VI. BID FORMS AND ATTACHMENTS**

Certificate of Non-Collusion

Certificate of Authority

50% Bid Performance Bond

Vendor Guidelines

Proof of Insurance



**SAMPLE CONTRACT**

**Bessemer City Schools**

**Bid Number: BCS-2024-6-5**

**OUTDOOR CLASSROOMS PROJECT**

This contract is executed this \_\_\_\_\_ day of \_\_\_\_\_ by and between:

Contractor Name

Hereinafter referred to as the ‘Contractor’ and the Bessemer City Schools c/o Bessemer Board of Education, a municipal corporation duly organized under the laws of the Commonwealth of Alabama, with a principal place of business at 1621 5<sup>th</sup> Avenue North Bessemer, Alabama 35020

The Board (schools) and the Contractor agree to the terms and conditions contained in this Contract. The Contractor agrees to perform the following services at the price of \$ \_\_\_\_\_ as indicated in its proposal dated \_\_\_\_\_, bid #

**Outdoor Classrooms Project**

CONTRACTOR SERVICES, LICENSES AND PERMITS

The Contractor shall furnish all labor, materials and equipment to complete Outdoor Classrooms Project as prescribed in the Scope of Services attached to this Contract. The Contractor shall conform to applicable federal, state, and local laws, regulations and building codes. The Contractor shall obtain municipal building permits required to complete the project.

PAYMENT TERMS

The Contractor shall provide the services for the price submitted on their proposal dated \_\_\_\_\_, unless otherwise mutually agreed in writing. The Schools shall not loan or advance any funds to the Contractor for any purposes.

INSURANCE REQUIREMENTS

The Contractor shall secure and maintain for the duration of this project and at no cost to the School, with respect to the services related to this Contract, insurance coverages as stipulated in Section III.B. of the Bid Specifications. The Contractor shall be required to provide proof of insurance.

PAYMENT BOND

Compliance with Bonding Requirements: Under the Alabama Bid Law it is required for any contract exceeding \$10,000.00, that the bidder submit with the 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 50% of the contract price.

*The amount of bid bond or check that is being enclosed is*

\$ \_\_\_\_\_

\_\_\_\_\_  
*Bonding Company:*

---

Authorized Signature                      Title                      Date

## CONTRACTOR'S INDEMNIFICATION

The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Bessemer City Schools, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorney's fees) that arise out of or in connection with the work being performed or to be performed by the Contractor, his employees, agents, subcontractors or materialmen. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Bessemer City Schools for damage to its property caused by the Contractor, his employees, agents, subcontractors or materialmen, including damages caused by his or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Bessemer City Schools gross negligence or willful misconduct.

## TERMINATION

If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the Bessemer City School District, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the School determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the Bessemer City School District may terminate this Contract and/or notify the Contractor or discontinue such work or such part thereof as the Bessemer City School District may designate, and the Bessemer City School District may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the School for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.

This contract shall not be altered in any way without the consent of all parties to this contract. All alterations to this contract must be in writing and authorized as such by the Superintendent of Bessemer City School District for the Contractor.

This contract shall become effective when signed by both the Contractor and the Superintendent.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, on the date first above written for the Bessemer City Schools by Dr. Dana Arreola, Superintendent, and for the said Contractor by its owner, or duly authorized officer or agent. This instrument shall take effect as a sealed instrument.

BESSEMER CITY SCHOOLS:

CONTRACTOR:

\_\_\_\_\_  
Dr. Dana Arreola  
Superintendent

\_\_\_\_\_  
Vendor Name.

Approved as to Appropriation:

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

\_\_\_\_\_  
Patricia Stewart  
CFSO

\_\_\_\_\_  
Print Name and Title

**Contract Price: \$ \_\_\_\_\_**

## 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:

## **CERTIFICATION OF AUTHORITY**

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.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

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

Print Name & Title: \_\_\_\_\_

**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 given of after-hours work, including areas to which access is  
needed.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

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

Print Name & Title: \_\_\_\_\_

**Bid Price Form**  
**Bessemer City Schools**  
**Outdoor Classrooms Project**  
**Bid # BCS-2024-6-5**

For Supplies and Labor for the construction and installation of seven (7) outdoor classrooms as per the Proposed Scope of 5 Elementary, 1 Middle & 1 High School to allow for outdoor classroom use and other student activities. For the most part, the design of each outdoor classroom is nearly identical.

Base Bid Price: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

List any addendum acknowledgements included in bid price: