



**Bid# BCS-2025-114**

**Districtwide Lawn Care Services**

Bessemer City Board of Education will be accepting sealed bids for *Districtwide Lawn Care Services*. 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 **Thursday, February 13<sup>th</sup>, 2025 @ 2 p.m.** All envelopes (inside & outside) MUST be labeled whether mailed or hand-delivered with the bid number to:

**Bid# BCS-2025-114**

Districtwide Lawn Care Services  
 Bessemer Board of Education  
 ATTN: Crystal Billingsley, Briggs  
 1621 5<sup>th</sup> 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 13<sup>TH</sup>, 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.

RFP Posted	January 29, 2025
<b>*Mandatory Site Visit at 9:00 a.m.</b>	<b>February 6<sup>th</sup>, 2025</b>
Deadlines for Inquiries	February 10 <sup>th</sup> , 2025
<b>Proposals Due by 2 p.m.</b>	<b>February 13<sup>th</sup>, 2025</b>
<b>Bid Opening</b>	<b>TBD</b>
School Board Meeting	February 18 <sup>th</sup> , 2025
Commencement of Services	April 1 <sup>st</sup> , 2025

\*All bidders must attend the mandatory site visit on **February 6<sup>th</sup>, 2025** at 9:00 a.m. in the **parking lot of the maintenance department, 301 11<sup>th</sup> Street North, Bessemer, Alabama 35020.** *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](mailto:rmitchell@bessk12.org) or [rjackson@bessk12.org](mailto:rjackson@bessk12.org).

VERIFICATION OF ATTENDANCE AT MANDATORY SITE VISIT

Proposer's Information:

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

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

Email \_\_\_\_\_

Phone \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

This document verifies that the proposer has met the requirement of attending the mandatory site visit.

\_\_\_\_\_  
BCS Representative's Signature      Date

\_\_\_\_\_  
Printed Name

**PROPOSAL FORM/AGREEMENT**

	<b>SCHOOLS</b>	<b>PER CUT</b>	<b>MONTHLY AMOUNT</b>	<b>ANNUAL AMOUNT</b>
<b>1</b>	<b>ABRAMS</b>			
<b>2</b>	<b>BESSEMER CITY HIGH</b>			
<b>3</b>	<b>BESEMER CITY MIDDLE</b>			
<b>4</b>	<b>GREENWOOD</b>			
<b>5</b>	<b>HARD</b>			
<b>6</b>	<b>JONESBORO</b>			
<b>7</b>	<b>WESTHILLS</b>			
	<b>TOTAL - 7 SCHOOLS</b>			
	<b>OFFICE BUILDINGS</b>			
<b>1</b>	<b>B.O.E. (CENTRAL OFFICE)</b>			
<b>2</b>	<b>B.O.E. ANNEX</b>			
<b>3</b>	<b>MAINTENANCE DEPARTMENT</b>			
<b>4</b>	<b>NEW HORIZON ALTERNATIVE PROGRAM</b>			
<b>5</b>	<b>OWENS PARK</b>			
<b>6</b>	<b>QUITMAN MITCHELL</b>			
<b>7</b>	<b>TRANSPORTATION DEPARTMENT</b>			
	<b>TOTAL - 7 OFFICE BLDGS.</b>			

**ENSURE YOU CHECK YOUR FIGURES IT MAY BE THE DECIDING FACTOR FOR WINNING/LOSING THE BID**

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Title

## Payment/Procedure Terms

### ACH Process

1. Accounts Payable receives invoices from vendors.
2. Invoices should be turned in to the Maintenance department within the first five (5) days of the following month for previous month's cutting.
3. 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.

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Authorized Signature

Date

## SCOPE OF WORK

- Locations are to be cut a minimum of once every two weeks
- Grass should be cut to a height of two (2) inches.
- The Contractor/Firm shall be removed and properly dispose of all trash and loose debris on the property prior to commencement of mowing.
- Mechanically edge a minimum of one (1) time for each two (2) cuttings, around utility poles, yard equipment, trees & shrubs, curbs, all fencing, all sidewalks, buildings, etc. in order to provide a well-trimmed appearance each time grass is cut.
- Apply weed killer, as required, to eliminate weeds and control unsightly growth on the property. This shall include application around fences, plant, shrub and tree beds and all control joints of all concrete walkways, and paved areas.
- Prune and Trim all shrubs a minimum of one (1) time for every three (3) cuttings. Shrubs should be trimmed in a professional and aesthetically pleasing manner at the direction of the B.O.E. All debris from trimming will be removed from the B.O.E. property and properly disposed of off-site.
- Blow or otherwise properly remove and dispose of all clippings and other remaining debris away from all buildings, walks, entrance ways, parking lots, storm drains on and near the property after each cutting.
- The perimeter fence and fence line of the property's shall be cleaned and cleared of all shrubs, brush, weed and vine growth to a distance of four feet (4') clear, a minimum of two (2) times per growing season at the direction of the B.O.E.
- The contractor will notify the B.O.E. after the completion of each cutting in its entirety. Each cutting shall be inspected and verified complete before payment will be authorized.
- Replenish red mulch in flower beds quarterly (mulch provided by BCS)

## School/Building List

GRADE	SCHOOLS	PRICE
Pre K-5	J.S. Abrams Elementary (Main Building & Primary Building) 1200 23 <sup>rd</sup> Street North Bessemer, AL 35020	
Pre K-5	C.F. Hard Elementary 2801 Arlington Avenue Bessemer, AL 35020	
Pre K-5	Greenwood Elementary 5012 Roselyn Road Bessemer, AL 35022	
Pre K-5	Jonesboro Elementary 125 Owens Avenue Bessemer, AL 35020	
Pre K-5	Westhills Elementary 710 Glen Road Bessemer, AL 35022	
6-8	Bessemer City Middle School 100 High School Drive Bessemer, AL 35022	
9-12	Bessemer City High School & Athletic Facilities (including Concession Stands) 4950 Premiere Parkway Bessemer, AL 35022	
	<b>OFFICE BUILDINGS</b>	
	New Horizon Alternative Program 1701 6 <sup>th</sup> Avenue North, Bessemer, AL 35020	
	Board of Education - Central Office 1621 5 <sup>th</sup> Avenue North, Bessemer, AL 35020	
	Maintenance Department Contact Robin Jackson at 205 432-3900	
	Transportation Department Contact Jeremy Beck at 205 432-3911	
	Board of Education - Annex Contact Jennifer Gilbert at 205 432-3012	
	Quitman Mitchell Building Contact Sheila Fuller at 205 432-3778	
	Owens Park	

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 a Proposal, Conditions/Specifications, Certification Statement, References, Mandatory Site Visit Verification Form, Bid/Proposal Summary Sheets, Insurance Documentation, Business License, and any other required documentation to present a complete proposal. I/We understand that a company officer's signature is required on each form and unless this has been done, our bid/proposal may be considered incomplete, and therefore rejected.

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

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

Email \_\_\_\_\_

Phone \_\_\_\_\_

\_\_\_\_\_  
Proposer's Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Email Address

*Please note: The bids/proposals will be evaluated based on the price, equipment, capacity, and references of the proposer. One vendor will be awarded the entire bid.*

## **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 is required at all times.
- Sign in upon arrival and sign out on departure.
- NO contact or communication with students.
- Appropriate language is used at all times.
- NO cell phones/pagers occupied in classrooms.
- Contract information and bid specifications furnished to the Finance Department.
- Work schedule furnished to Principal, before starting job/project.
- Project completion date furnished to Principal.
- Advance notice is given of after-hours work, including areas to which access is needed.
- All equipment and physical plant left DAILY in good working order and securely locked.
- Work debris removed DAILY by vendor.
- School equipment replaced in the original location.

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Authorized Signature

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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

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

**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

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Organization Name

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Street Address

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Name and Title of Authorized Representative

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City, State, Zip

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Signature

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Date

## CERTIFICATION OF ELIGIBILITY

The prospective bidder certifies, by submission of this proposal, that neither it nor its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, and local) terminated for cause or default.

Where the prospective primary participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

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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 of violations occur.

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

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# 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 intend 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.

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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 \_\_\_\_\_

## 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 insurer 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, workers 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. **Hold Harmless:** Contracting party agrees to indemnify, hold harmless and defend Bessemer City Schools, its elected officers and employees (hereinafter referred to in this paragraph collectively as "Bessemer"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon Bessemer 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 Bessemer, or its employees. Before beginning work, the contracting party shall file with the County a certificate from his 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.
8. **Equivalent Bids:** Bid specifications that refer to company names, brand names, or model numbers shall, unless otherwise provided, be construed to permit bids to be proposed that 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. **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 delivery; will constitute sufficient grounds for cancellation of the order at the option of the Bessemer City Board of Education.
10. **Taxes:** The Bessemer City Board of Education is exempt from all taxes; however, the 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.
11. **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 to be purchased, and that the bid proposal will meet these requirements of service and purpose to the satisfaction of the Bessemer City Board of Education.

## SECTION I-GENERAL INFORMATION (Continued)

12. **Disqualification of Bids:** Bids may be disqualified before the awarding of the contract for any of the following:
- A. Failure to mark the envelope as required.
  - B. Failure to sign the bid documents 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 or a faxed copy is not acceptable.
  - G. Failure to attend the pre-bid meeting (if required).
  - H. This "Request for Proposal" shall not be altered by the 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 the 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, the 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 the contract is terminated, the contract may be awarded to the next lowest responsible bidder.
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 increase shall be submitted to the Bids and Contracts Director 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 Board of Education 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 a 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, for this RFP, the bidder is required to submit a surety bond with this 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 and/or any damages.

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Authorized Signature

Title

Date

## SECTION II-GENERAL CONDITIONS

### **INSURANCE:**

The successful bidder will maintain such insurance as will protect him and Bessemer 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 Jefferson County, Alabama, as Added Additional Insured by Endorsement, **including a thirty (30) day(s) written cancellation notice**. Evidence of insurance will be furnished to the Purchasing agent not later than seven (7) days (s) after the Purchase Order/contract date. Successful bidder is also required to include the bid number on the evidence of insurance.

### **Insurance Minimum Coverage:**

The 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 Board of Education.

#### 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 the 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.

**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 the bidder being disqualified.

## **SECTION II-GENERAL CONDITIONS (Continued)**

Bidder should have a minimum of \$1,000,000 liability insurance. 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 bonding capacity of at least \$100,000.
2. Successful verifiable history of completing projects or delivering services within the specified time and budget.
3. Bidder must have at least (3) multi-site local accounts of similar size, nature and complexity to that specified.

### **Terms of Service**

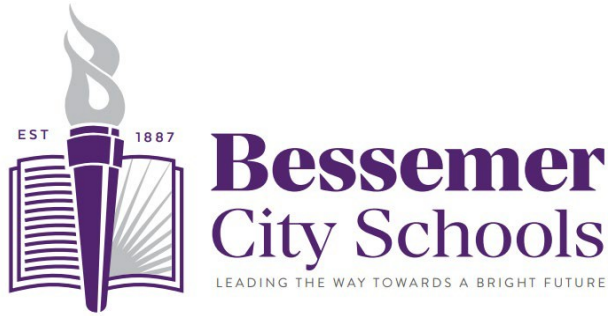
If accepted, the contract terms for the successful proposal(s) will be set forth as specified to complete the work as requested and detailed in the awarded Contractor/Firm(s) proposal packages. The Board of Education and successful Contractor/Firm(s) will execute an Agreement between the owner and Contractor to identify specific terms and schedule.

The contract shall be for a period of two (2) growing seasons, with one additional year to 2027, upon satisfactory service. The start and finish of each growing season will be determined as follows:

- The first growing season will commence on March 1, 2025 and end on November 30, 2025.
- The second growing season will commence on March 1, 2026 and end on November 30, 2026.

The Contractor/Firm shall obtain confirmation from B.O.E. staff prior to mobilizing crews to perform the first and last lawn care and maintenance services of the growing season. If actual weather conditions deem the start and/or finish of each season receive more or fewer cuts, B.O.E. staff determination of the start of services and the frequency of required extra services.

If accepted, the proposed service contract may be terminated, at any time, by either party, with thirty (30) days written notice at the address of record noted in the agreement.



## 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
9. \_\_\_\_\_ CERTIFICATE OF NON-COLLUSION
10. \_\_\_\_\_ CERTIFICATION OF COMPLIANCE
11. \_\_\_\_\_ DEVIATION FORM
12. \_\_\_\_\_ REFERENCES (AT LEAST THREE (3))
13. \_\_\_\_\_ SECTION I - GENERAL INFORMATION
14. \_\_\_\_\_ SECTION II – GENERAL CONDITIONS
15. \_\_\_\_\_ LIABILITY/WORKMAN COMPENSATION INSURANCE
16. \_\_\_\_\_ SURETY BOND
17. \_\_\_\_\_ E-VERIFY DOCUMENTATION
18. \_\_\_\_\_ ENVELOPE(S) LABELED – BID#

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

