

	<p>Rock Hill Schools</p> <p>Invitation for Bid (IFB)</p>	<p>Solicitation Number Date Issued Purchasing Agent Phone E-Mail Address</p>	<p>23-2413 January 31, 2024 Lee Faris 803-981-1162 wfaris@rhmail.org</p>
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Fence Repairs, Replacement, and Installation

BID DUE DATE (Opening Date/Time): March 5, 2024 at 10 a.m.

LAST DAY FOR QUESTIONS: February 13, 2024 at 12:00 p.m.

NUMBER OF COPIES TO BE SUBMITTED: one (1) original bid or upload to VenMad0 (S) (MC 0 Td((I)-6.1 (T)-8 (T)-8 p4 T

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SECTION A: GENERAL BID INSTRUCTIONS AND CONDITIONS

1. INSTRUCTIONS TO BIDDERS:

- A. Bids shall be publicly opened at **10:00 AM** on **March 5, 2024**. Bid openings shall be conducted in the Purchasing Department which is located at 386 E. Black Street, Rock Hill, SC 29730. Sealed bids shall include **Pages 1-2, 21-25, and 27-31** must be uploaded to **Vendor Registry** <http://vrapp.vendorregistry.com/RockHillSchools> or enclosed in an envelope (if mailing) with the **“bid name and number”** shall be clearly displayed on the lower left-hand corner of the envelope containing the bid. The name and address of the bidder shall also be displayed on the envelope. Bids that are mailed shall be addressed to the Procurement Department, Rock Hill School District Three, 386 E. Black Street, Rock Hill, SC 29730. Hand carried bids shall be delivered to the same address.
- B. Bids shall be submitted **NO LATER THAN 10:00 AM** in the place and manner as described in paragraph 1A above. Bids received **after 10:00 AM** shall be late bids. Late bids shall not be considered for award and will be returned to the vendor unopened.
- C. The District shall not accept responsibility for unidentified bids.
- D. In the event that a bid is unintentionally opened prior to the official time set for a bid opening, the employee opening such bid shall immediately sign the envelope and deliver it to the Purchasing Director.
- E. All prices shall be entered in ink or typewritten and shall remain firm for not less than 60 days from the bid date. Mistakes may be crossed out, corrections may be inserted adjacent, and shall be initialed in ink by the person signing the bid.
- F. The District shall not accept oral, emailed, or FAXED bids.
- G. The Term Two0.01-6.6 (r n)13.1 (o)04 0 T 0 Tfir nMJ0 3.3 (d)-0.9 (0)-7.8 (d)-3 0 Td()Tj-0.0.739 0.001 Tw 0.196 09Td(T)-9.5

6. **AFFIRMATIVE ACTION**: The successful bidder shall take affirmative action in complying with all Federal, State, and local requirements concerning fair treatment of all employees/applicants, without regard or discrimination by reasons of race, color, sex, religion, national origin, and physical handicap.

14. **BIDDER'S RESPONSIBILITY:** Each bidder shall fully acquaint himself with the scope of work required for the execution of the work specified by this bid. It is expected that this will sometimes require on-site observations. The failure of a bidder to acquaint himself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or any resulting contract.
15. **TERMINATION:** Subject to the provisions below, this contract may be terminated by the Director of Purchasing, provided a thirty (30) day advance written notice is given to the contractor.
Termination for convenience. In the event this contract is terminated or canceled upon request and for the convenience of the District, the District shall negotiate reasonable termination costs, if applicable.
Termination for Cause. Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision. Termination cost, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provisions of this bid shall apply
16. **EXAMINATION OF RECORDS:**
- A. The Superintendent of Rock Hill School District Three, or his duly authorized representative(s), shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the contractor's directly pertinent books, documents, papers or other records involving transactions related to this contract.
- B. The contractor agrees to include in first-tier subcontracts, under this contract, a clause to the effect that the Superintendent of Rock Hill School District Three, or his duly authorized representative(s) shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract.
17. **COMPETITION:** There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the United States Government. Bidders may bid lower than the US Government contract price without any liability, because the District is exempt from the provisions of the Robinson-Patman Act and other related laws.
18. **SOUTH CAROLINA LAW CLAUSE:** Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is corporat2()Tj-0.0,.14()Tj-0.001

26.

- 33. DRUG-FREE WORKPLACE:** This contract is subject to the Drug Free Workplace Act if the stated or estimated value is Fifty Thousand Dollars or more. The contractor shall comply with all terms and conditions of the Drug Free Workplace Act, S. C. CODE ANN. 44-107-10 et seq. (1976 as amended), if this contract is for a stated or estimated value of Fifty Thousand Dollars or more. By signing this Proposal, you are certifying that you will comply with the Drug Free Workplace Act.
- 34. POSTING OF AWARD:** Notice of Award or Intent to Award will be posted to the Purchasing Department website and Vendor Registry.
- 35. NON-APPROPRIATIONS:** Any contract entered into by ROCK HILL SCHOOL DISTRICT THREE resulting from this Request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated period.
- 36. SUBMISSION OF DOCUMENTATION:** Documentation contained on pages 1 and 2 and Section "D" must be completed and submitted along with the bid. No award will be made without these sections being executed by the successful low bidder, **do not return the entire solicitation.**
- 37. SPECIFICATIONS:** Any deviation from the specifications must be clearly pointed out on the bid or attached as a separate sheet.

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relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above. Applicant has not, within a three –year period preceding this application, had one or more contracts terminated for default by any public (federal, state, or local) entity.

43. INDEMNITY:

SECTION B: INTRODUCTION

INTRODUCTION:

Rock Hill School District Three is soliciting bids for fence repairs, replacement, and installation. Bids shall be received in accordance with the Invitation for Bid (IFB) and supplementary information provided in these instructions. **Pages 1-2, 21-25, and 27-31** of this IFB shall be submitted with your bid response.

At 10:00 a.m. on March 5, 2024, the Purchasing Director or her designee will open all bids received. Questions pertaining to the terms and specifications should be directed to Vendor Registry or by emailing WFARIS@RHMAIL.ORG. The bid number must be referenced in the subject line. The last day for questions is Tuesday, February 13, 2024 at 12:00PM.

Rock Hill School District Consolidated Code allows participation in cooperative purchasing. This solicitation will sponsor cooperative purchasing with the following districts:

- Fort Mill School District

SECTION C: PURPOSE

Rock Hill School District, hereafter referred to as "District", intends to award a contract for fence repairs, replacement, and install to a qualified vendor, hereafter referred to as "Contractor". This contract shall be for one year, beginning March 11, 2024. The contract may be renewed, under the same terms and condition, for four (4) additional one year periods. The total term of this contract, including renewals, shall not exceed beyond March 10, 2029.

All costs and labor rates will remain firm the first year of the contract. Contractor may increase rates for

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Finishes

- a) Fabric finish. Galvanized, ASTM A 392, Class I.
- b) Framework: Galvanized steel, ASTM A

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- i) ASTM A 276 - Standard Specification for Stainless Steel Bars and Shapes.
- ii) ASTM B 221 - Specification for Aluminum Alloy Extruded Bars, Rods, Wire Shapes and Tubes.
- iii) AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels

c) QUALITY ASSURANCE

- i) Manufacturer Qualifications: Company specializing in manufacturing Products specified in this section with minimum five years documented experience.

d) DELIVERY, STORAGE, AND HANDLING

- i) Transport, handle, store, and protect products so that they are in undamaged condition when installed.
- ii) Store products in manufacturer's unopened packaging to protect prefinished aluminum surfaces until ready for installation.
- iii) Store components off the ground in a dry covered area, protected from adverse weather conditions.

e) PROJECT CONDITIONS

- i) Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

f) WARRANTY

- i) Manufacturer's Warranty:
 - (1) Provide manufacturer's 30 year warranty against defects in workmanship. The manufacturer also warrants that the Super Armor-Guard powder coat finish will not chip crack or flake.

2) PRODUCTS

a) MANUFACTURERS

- i) Acceptable Manufacturer: Alumi-Guard, Inc.
- ii) Substitutions will be considered

b) MATERIALS

- i) Components:
 - (1) Posts: Aluminum extrusions of 6005-T5 alloy in accordance with ASTM B 221.
 - (2) Pickets: Aluminum extrusions of 6063-T52 alloy in accordance with ASTM B 221.
 - (3) Channel: Aluminum extrusions of 6005-T5 alloy in accordance with ASTM B 221.
- ii) Fasteners:
 - (1) Screws of 410 and 18-8 stainless steel conforming to ASTM A276, with self-drilling head.
 - (2) Screws painted to match the finish of fence.

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iii) Accessories:

(1) Post caps, wall brackets, scrolls, finials, flanges and other miscellaneous hardware fabricated of aluminum or other non-ferrous metal castings.

iv) Concrete: ASTM C94/C94M, Option A; Portland Cement, minimum 2,500 psi (17 MPa) strength at 28 days.

c) ORNAMENTAL FENCING

i) Fencing General:

(1) Industrial Grade:

(a) Aluminum Channel Sections: 1-1/2 inch deep and 1-1/2 inch wide with top 0.070 inch and sidewalls 0.100 inch wall thickness. With beveled top edge.

(b) Pickets 1 inch by 1 inch with a 0.060 inch wall thickness.

(2) Post Length:

(a) As required to allow setting of post into the ground with approximately 1-3/4 inches (305 mm) between bottom of panel and ground.

ii) Ornamental Fencing:

(1) Style: Ascot – Belmont – Canterbury – Hamilton - Victoria:

(a) Grade:

(i) Industrial.

(b) Channels:

(i) 2 Channel.

(ii) 3 Channel.

(iii) 4 Channel.

(c) Industrial Picket Spacing:

(i) Standard: 3.875 inches.

(d) Panel Length: Inside posts.

(i) Industrial Nominal 72.08 inches.

(ii) Industrial Nominal 96.50 inches.

(e) Posts:

(i) 2-1/2 inches by 2-1/2 inches.

1. .075 inch wall thickness.

2. .125 inch wall thickness.

(ii) 3 inches by 3 inches.

1. .125 inch wall thickness.

(iii) 4 inches by 4 inches.

1. .125 inch wall thickness. (Gate posts only)

(iv) 6 inches by 6 inches.

1. .125 inch wall thickness.

.250 inch wall thickness.

SECTION E: SCOPE OF WORK

The District reserves the right to conduct meetings as necessary. There shall be one point of contact for the contract. In the event the contact changes, the District must be notified.

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The response times for work are as follows:

Routine Work- Contractor is expected to begin work within two (2) weeks of notification by the District.

Emergency- Contractor is expected to begin work within twenty-four (24) of notification by the District.

Contractor responsibilities include but not be limited to:

- 1) The site for the fencing shall be sufficiently cleared of obstructions, and surface irregularities shall be graded so that the fence will conform to the general contour of the ground.
- 2) The bottom of the fence shall be placed at a uniform distance above the ground.
- 3) Fence installation and erection shall not begin before the final grading is completed, with finish elevations established, unless otherwise permitted.
- 4) Comply with recommended procedures of /LBody /MClId(of)5 (m)4uB1 (.83 0 ti)4 (o)12 (n a)4 (n)10 (d)10 (em)7 (u

SECTION F: WARRANTY

All work performed shall be subject to a repair warranty of not less than ninety (90) days against defects in materials and workmanship. All repair materials shall have the standard manufacturer's warranty. All materials furnished shall be newly manufactured.

Repair and/or warranty responsibilities shall not include:

- Changes or alterations to the physical environment of the District's site
- Moving or reinstallation of material except when required by the contract provisions
- Repair made necessary by misuse or negligence of the District, its employees, agents, contractors, or invitees.

SECTION G: EXPERIENCE

Contractor shall have a minimum of five (5) years of experience in performing similar services as described in the scope of work. Experience must include work performed in a commercial environment. Contractor shall provide four (4) references, on Appendix I, of services similar to the scope of work in the past five (5) years. In the event the District is listed as a reference it will count as reference number five (5).

SECTION H: ELABORATION AND CLARIFICATION

The District may ask any or all respondents to elaborate or clarify specific points or portions of their proposal. Clarification may take the form of written responses to questions or meetings to discuss the IFB and/or the participant's response. If you do not ask questions or clarify any assumptions, the District will assume that you agree with and understand the requirements in the IFB. Any exceptions to the terms, conditions, provisions, and requirements delineated must be specifically noted and explained by the Contractor and must be submitted by **February 13, 2024** which is the last day for questions.

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Additional materials that are not a part of this contract

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19. 4" End Post

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41	Gate, double for 6' high fence by 10' wide	Per each vinyl		
42	Gate, double for 6' high fence by 10' wide	Per each ornamental aluminum		
43	Gate, drive 12' for 4' high fence	Per each galvanized		
44	Gate, drive 12' for 4' high fence	Per each vinyl		
45	Gate, drive 12' for 4' high fence	Per each ornamental aluminum		
46	Gate, drive 20' for 4' high fence	Per each galvanized		
47	Gate, drive 20' for 4' high fence	Per each vinyl		
48	Gate, drive 20' for 4' high fence	Per each ornamental aluminum		
49.	Gate, drive 12' for 6' high fence	Per each		

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61. Bollards

APPENDIX I- REFERENCES

#1 –Entity Name	
Description/Areas of Work Performed	
Owner Name/ Representative	
Owner Address	
Phone	
Email Address	
Contract Amount	
Contract End Date	

#2 –Entity Name	
Description/Areas of Work Performed	
Owner Name/ Representative	
Owner Address	
Phone	
Email Address	
Contract Amount	
Contract End Date	

#3 –Entity Name	
Description/Areas of Work Performed	
Owner Name/ Representative	
Owner Address	
Phone	
Email Address	
Contract Amount	

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Contract End Date	

#4 -Entity Name	
Description/Areas of Work Performed	
Owner Name/ Representative	
Owner Address	
Phone	
Email Address	
Contract Amount	
Contract End Date	

APPENDIX I- CONFLICT OF INTEREST

I, _____ (Offeror/Contractor), on behalf of myself and my company, and my subcontractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and
2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the Rock Hill School District vendor database. It may further result in termination of any contractual relationship with Rock Hill School District (District) and may be grounds for disciplinary action, up to and including debarment by the District, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.
3. That to my knowledge, no employee or official of the District, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's sub-contractor(s), nor does Offeror or Offeror's sub-contractor(s) have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement.
4. I warrant that I and my sub-contractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or sub-contractor(s) in order to solicit or secure an agreement with Rock Hill School District, as related to this Solicitation or any resulting Agreement, and that I and my sub-contractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's sub-contractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.
5. I warrant and represent that my offer identifies and explains

BID

6. I warrant that should I become aware of an actual or potential conflict of interest involving my company or sub-contractor(s), if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the District immediately. I also warrant that should I become aware of any competitive advantage that my company or sub-contractor(s) have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the District of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the District of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.

7. By signing this statement, I cerw -23.57 -1..9 (t)8 (o)24(at)sp(h)at(10(t)1)14.1 Tc -0.003 Tw 0.8.96