

	<p>Rock Hill Schools</p> <p>Invitation for Bid (IFB)</p>	<p>Solicitation Number</p> <p>Date Issued</p> <p>Purchasing Agent</p> <p>Phone</p> <p>E-Mail Address</p>	<p>23-2413</p> <p>January 31, 2024</p> <p>Lee Faris</p> <p>803-981-1162</p> <p>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 Vendor Registry, hand delivered, or mailed.

**SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:**

<b>PHYSICAL MAILING ADDRESS:</b>
<p>Rock Hill Schools  Purchasing Department  386 E. Black Street  Rock Hill, SC 29730</p> <p><b>Solicitation Number and Opening Date must appear on the envelope.</b></p>

<b>CONFERENCE TYPE: NONE</b>		<b>LOCATION:</b>	
<b>ADDENDUM(S)</b>	Any addendum(s) will be posted at the following web address: <a href="http://www.rock-hill.k12.sc.us">http://www.rock-hill.k12.sc.us</a>		
<p><b>You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to the following:</b></p> <ul style="list-style-type: none"> <li>• Bound by the requirements, terms, stipulations, and terms of the solicitation.</li> <li>• Comply with all applicable Federal and State Laws and Regulations relative to non-discrimination in employment practices.</li> <li>• Not guilty of collusion, with other vendors possibly interested in this bid, in arriving at or determining prices to be submitted.</li> </ul>			
<b>NAME OF OFFEROR</b> (Full legal name of business submitting the offer)		<b>OFFEROR'S TYPE OF ENTITY:</b> (Choose one) <ul style="list-style-type: none"> <li><input type="checkbox"/> Sole Proprietorship</li> <li><input type="checkbox"/> Partnership</li> <li><input type="checkbox"/> Corporate entity (not tax-exempt)</li> <li><input type="checkbox"/> Tax exempt corporate entity</li> <li><input type="checkbox"/> Government entity (federal, state, or local)</li> <li><input type="checkbox"/> Other _____</li> </ul>	
<b>AUTHORIZED SIGNATURE</b>  (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)			

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<b>TITLE</b>  (Business title of person signing above)		(See "Signing your Offer" provision)
<b>PRINTED NAME</b> (Printed name of person signing above)	<b>DATE SIGNED</b>	
Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.		
<b>STATE OF INCORPORATION</b>		(If offeror is a corporation, identify the State of Incorporation.)
<b>TAXPAYER IDENTIFICATION NO.</b>		(See "Taxpayer Identification Number" provision)

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)			
	<b>Area Code</b>	<b>Number</b>	<b>Ext.</b>	<b>Facsimile</b>
	<b>E-mail Address</b>			
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)		<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)		

**ACKNOWLEDGMENT OF ADDENDUM(S)**

Offerors acknowledges receipt of addendum(s) by indicating amendment number and its date of issue.

Addendum No.	Addendum Issue Date						

**Minority Participation:**

Are you a SC Certified Minority Vendor - Yes  No

If yes, SC Certification # \_\_\_\_\_

Are you a Non SC Certified Minority Vendor - Yes  No

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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 “Offer” Means Your “Bid” or “Proposal” or “Quotation”  
The Term “Offeror” Means “Vendor” or “Contractor” or “Bidder”

2. **TAXES:** South Carolina Sales Tax shall be shown as a separate entry on the bid total, if applicable at 7%.

3. **AMBIGUOUS BIDS:** Bids, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded.

4. **BIDDERS QUALIFICATIONS:** Bids shall be considered only from bidders who are regularly established in the business called for, and who in the judgment of the District, are financially responsible and able to show evidence of their reliability, ability (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities, and personnel directly employed or supervised.

### 5. ACKNOWLEDGEMENT OF ADDENDUM(S):

- A) Bidders shall acknowledge receipt of all addendum(s) either by signing and returning one copy of the addendum or by acknowledging the change on the bid form.
- B) It is the bidder’s responsibility to determine whether they have received any or all addendum(s).

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.
7. **COMMUNICATION WITH PROSPECTIVE BIDDERS:**
  - A. All communication concerning this IFB must be in writing to the Purchasing Director. Email is the preferred method of communication.
  - B. Oral explanation or instructions provided prior to the award of a contract shall not be binding.
  - C. From the issue date of this Proposal (IFB/RFP/RFQ) until the completion of the selection process and the award notification is announced, vendors are not allowed to communicate with District employees and/or contracted agents related to this IFB for any reason except as authorized by the Purchasing Director. Violation of this provision may result in rejection of the vendor's response.
  - D. It is the vendor's responsibility to check the District's website procurement page for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation process.
8. **WITHDRAWAL OF BIDS:** Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of bids. All requests to withdraw bids must be submitted in writing and must document the fact that the acceptance of the bid will cause the bidder substantial loss.
9. **STATEMENT OF COMPLIANCE AND ASSURANCE:**
  - A. Bidders shall be required to certify, in the Statement of Assurance and Compliance, their company complies with all applicable Federal and State laws and regulations.
10. **ASSIGNMENT:** No contract may be assigned, sublet, or transferred without the written consent of the Director of Procurement.
11. **SUBMISSION OF DATA:** Each bidder, upon request, shall submit evidence of liability insurance, Workmen's Compensation, and any other data released to this solicitation, to satisfy the requirements of the solicitation and the execution of a contract.
12. **FAILURE TO SUBMIT A BID:** Vendors not responding with a bid should not return this solicitation. Instead, they should advise the District by letter or postcard whether they want to receive future consideration for similar requirements. Any vendor failing to respond to three consecutive bids for the same items may be removed from the applicable bid lists.
13. **ACCIDENTS:** The vendor shall hold the District harmless from any and all damages and claims that may arise by reasons of any negligence on the part of the vendor, his agents, or employees in the performance of this contract; and, in case of any action brought against the District or any of its agents or employees, the vendor shall assume full responsibility for their defense. Upon his failure to do so on the proper notice, the District reserves the right to defend such motion and charge all costs to the vendor. The vendor shall take all precautions necessary to protect the public against injury.

- 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 made must comply with the laws of South Carolina, which requires such person or entity to be authorized/licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized/licensed to do business in this state. By submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the state.
- 19. RIGHT TO PROTEST (Section 4210):** Any actual or prospective bidder who is aggrieved in connection with the solicitation or award may submit a protest to the Director of Purchasing. The protest shall be submitted in writing within fifteen (15) days of the date of issuance of the Invitation for Bids or Request for Proposal or other solicitation document, whichever is applicable, or any amendment to it, if the amendment is at issue.

Any actual bidder or prospective bidder who is aggrieved in connection with the intended award or award of a contract shall protest to the Director of Purchasing. The protest shall be submitted within ten (10) of the date award or notification of intent to award, whichever is earlier.

- 20. PROPRIETARY INFORMATION:** Contractors shall visibly mark as "**CONFIDENTIAL**" each part of their Proposal which they consider proprietary information. Price may not be considered confidential proprietary information.

**21. AWARDING POLICY:** The District reserves the right to select and award on an individual item basis, lot (group) basis or an “all or none” basis, whichever the District determines to be most advantageous. Therefore, individual prices per item must be indicated on the Proposal form. Contractors are encouraged to offer discounts for consideration of consolidated award. Furthermore, the District, in determining the lowest responsible Contractor on each of the items shall consider, in addition to the Proposal price, conformity to specifications, delivery, the District’s opinion relative to the quality of materials/services being offered, training, suitability and adaptability of the services required by this solicitation. The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof.

In the event that identical proposals are received on like items, the Director of Purchasing shall award proposals in accordance with the District’s Procurement Code.

**22. STATEMENT OF COMPLIANCE AND ASSURANCES:** By submitting a Proposal and signing the Proposal schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the Proposal submitted complies with all applicable federal and state laws and regulations.

**23. MATERIALS REQUIRED:** Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.

**24. SAMPLES:** Contractors may be requested to submit samples of all manufactured articles required. Samples submitted by the successful Vendors shall remain in custody of the School District until all units purchased under the various contracts have been delivered and accepted. The District reserves the right to disassemble any unit and subject each unit to any test necessary to determine its strength of character without being responsible for damage to the unit caused thereby. When cuts, drawings, samples, catalog references or detailed descriptions are required to support quotations or items included in the Proposal, it is to be understood that whatever is submitted with the Proposal in compliance with that requirement, will represent what the Vendor actually is offering and not the specifications. Requested samples must be provided at the vendor’s expense.

**25. “OR APPROVED EQUAL” CLAUSES:** Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words “or approved equal”. Such method of description is intended merely as a means of establishing a standard of comparison. However, the District reserves the right to select the items which, in the judgment of the District, are best suited to the needs of the District, based on price, quality, service, availability and other relative factors. Vendors must indicate brand name, model, model number, size, type, weight, color, etc. of the item Proposal if not exactly the same as the item specified.

Vendor’s stock number or catalog number is not sufficient to meet this requirement. If any Vendor desires to furnish an item different from what is specifically mentioned in the specifications, he/she shall submit with his Proposal the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the District to compare the material specified; and, such material will be given due consideration. The District reserves the right to insist upon and receive the items as specified, if submitted items do not meet the District’s standards for acceptance.

- 26. PATENTS:** The vendor shall hold the District, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this Proposal.
- 27. INSTALLATION:** Where equipment is called for to be installed under this Proposal, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The vendor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic service. The District will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her work. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.
- 28. GUARANTEE:** The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by the District, process at his/her own expense, to repair or replace the same.
- 29. SERVICE DATA MANUALS (if applicable):** The Contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operation and maintenance instructions (to include pictures, illustrations, schematics and complete repair/test guides as necessary). Where applicable, it shall include electrical data and connection diagrams for all utilities. The instructions shall also contain a complete list of all replaceable parts showing part numbers, nomenclature and quantity required.
- 30. PROPER INVOICE:** Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
- Name of business concern
  - Contract number or other authorization for delivery of service or property
  - Complete description
  - Price and quantity of property or service actually delivered or executed
  - Shipping and payment terms
  - Name where applicable
  - Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and other substantiating documentation of information as required by the contract
  - All invoices shall be submitted via email to [APINVOICES@rhmail.org](mailto:APINVOICES@rhmail.org) with the Company name and purchase order# referenced in the subject line
- 31. TIME OF COMPLETION:** Date of delivery shall be a consideration factor in the awarding process. The Vendor shall include with his/her Proposal delivery dates for each item as requested, and shall furnish all items in accordance with the Proposal solicitation unless an extension was granted by the District in writing.
- 32. DEFAULT:** In the event the successful contractor defaults on any part or all of his Proposal, ROCK HILL SCHOOL DISTRICT THREE reserves the right to purchase any or all of the services in default in the open market and charge the defaulting contractor for the difference of the cost. Should such charge be assessed, no subsequent proposals of the defaulting contractor shall be considered unless assessed charge has been satisfied.

- 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. Otherwise, the bidder will be held responsible for providing materials that are in strict compliance with the specifications. Deviations must be explained in detail. All materials shall be subject to inspection and approval after delivery. The District reserves the right to reject and return, at the risk and expense of the vendor, any portion of a shipment that is defective or fails to comply with specifications. The rejection of certain items will not invalidate the remaining order.
- 38. PACKAGING AND DELIVERY:** All shipments shall be FOB: to the District location as cited on the purchase order/contract. The purchase order/contract number shall be clearly stated on the shipping container. The parties agree hereto that delivery by the contractor to the common carrier does not constitute delivery to the District. Any claims for loss or damage shall be between the contractor and the carriers.
- 39. UNIT PRICES:** A unit price will take precedence over an extended price. When discrepancies exist between a unit price and an extended price, the unit price shall govern and be presumed to be the correct price.
- 40. PRICE ADJUSTMENT BASED ON CONTRACTOR'S COST:** Any request for price increase must be submitted to the District at least ninety (90) days prior to the renewal date. (Price increases will only become effective if approved in writing by the Purchasing Director). The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI), All Urban Consumers (CPI-U), "Other Goods and Services" or the current market conditions as determined by the Contract Administrator.
- 41. ITEM SUBSTITUTION:** No item substitutions will be allowed on purchase orders, awarded as a result of this solicitation, without the written permission of the Director of Purchasing.
- 42. SUSPENSION AND DEBARMENT:** By submitting a proposal, the applicant certifies, to the best of its knowledge and belief that the applicant and/or any of its principals, sub grantees, or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes

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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:** Contractor agrees to protect, defend, indemnify and hold Rock Hill School District Three, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

**44. INSURANCE REQUIREMENTS:** Contractor shall maintain, throughout the performance of its obligations under this contract, a policy or policies of Worker’s Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the contractor or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract.

The successful contractor shall provide a certificate of insurance within ten (10) days after notification of award of the proposal. The insurance required shall be written for not less than totals listed below:

**A. WORKERS’ COMPENSATION**

Statutory limits covering all employees, including Employer’s Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

**B. COMMERCIAL GENERAL LIABILITY**

Covering all operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$ 5,000	Medical Payments

**C. COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000	Combined Single Limit - Any Auto
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**45. WORKMANSHIP:** All workmen shall be thoroughly experienced and/or trained and certified in the particular trade or class in which they are employed. All work shall be done according to the specifications covering the class or type of work and shall meet the approval of the School District’s representative.

- 46. LIABILITY**- The contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of his employees. The contractor or his insurer shall reimburse the School District for any such damage or loss within 30 days.

Subcontracting

The contractor shall not subcontract any portion of this contract without prior written approval from the School District, which consent shall not be unreasonably withheld provided, contractor remains liable for performance of all items of this contract.

Laws

The contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work, including those of Federal, State, and Local agencies having jurisdiction. This shall include but not be limited to minimum wages, labor and equal employment opportunity laws.

**47. SAFETY, DAMAGE OR THEFT:**

Contractor shall be responsible for complying at all times of this contract with, OSHA, AHERA, SCDHEC, and EPA requirements and shall immediately report any loss of time or injuries to the Director of Operations (803) 981-1150.

- 48. SECURITY:** The Contractor shall be responsible for safeguarding against loss, theft, or damage of all Rock Hill School Districts' property, materials, equipment, and accessories that might be exposed to the contractor's personnel. Guns, knives, or other dangerous weapons shall not be allowed on campus. Smoking, alcohol and drugs are prohibited on the campus.

- 49. UNAUTHORIZED PERSONNEL:** Contractor's personnel shall not allow any unauthorized persons in school buildings (children, friends, or anyone else not authorized by School District or contractor).

## **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](mailto: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 future renewal periods provided that the notice of price increases are received in writing by the District at least sixty (60) days prior to expiration of each contract period. If the letter is not received sixty (60) days prior to expiration, the rates for the renewal period shall be the same as the rates for the previous contract period. Notice of rate increases must be sent to the Purchasing Department located at 386 E. Black Street, Rock Hill, SC 29730 or emailed to [Procurement@RHMAIL.ORG](mailto:Procurement@RHMAIL.ORG).

For each renewal period, any rate increases shall be based upon the percent change in the Consumer Price Index. In no event shall the price increase exceed 3% in any renewal period. The increase shall reflect the changed to the CPI or the 3% cap, whichever is less.

### **AWARD CRITERIA:**

Award Criteria – Award will be made to the lowest, responsive and responsible offeror.

## **SECTION D: SPECIFICATIONS**

All material shall be reimbursed by the District at the Contractor’s actual purchase cost (as shown on the supplier’s invoice) plus a percentage markup (which will be supported by the supplier’s invoice). Contractor must submit a copy of the original supplier’s invoice with their invoice to the District. No overhead, expenses, etc. shall apply to these parts costs. Any overhead, delivery, expenses, travel, etc. must be factored into the Contractors quoted labor rate. No additional charges will be paid by the District.

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Rock Hill School District reserves the right, solely and in its best interests, NOT to purchase the material(s) in question if the District finds the pricing cost prohibitive. The District reserves the right, solely and in its best interests, to purchase the material(s) in the open, competitive market.

**GALVANIZED CHAIN LINK FENCE AND GATES**

Furnish all labor and materials necessary to complete all chain link fencing and gates indicated, specified or both. Comply with standards of the Chain Link Fencing Manufacturer's Institute for "Galvanized Steel Chain Link Fence Fabric" and "Industrial Steel Specifications for Fence Posts, Gates, and Accessories", and as herein specified. Provide each type of steel fence as a complete unit produced by a single manufacturer, including necessary erection accessories, fittings and fastenings.

Products

- 1) Fabric - 9 galvanized (ga.) steel wires, 2" diamond mesh, tensile strength of 80,000 lbs. per inch with both top and bottom selvages knuckled. Width as indicated.
- 2) Framing and accessories
  - a) End Posts: 3.0" O.D. steel pipe, 4.64 lbs. lin. ft. Domestic Schedule 40
  - b) Line Posts: 2.50" O.D. steel pipe, 3.117 lbs. lin. ft. Domestic Schedule 40
  - c) Top Rail: 1-5/8" O.D. x 20' long steel pipe. Provide means for attaching top rail to posts.
  - d) Post Tops: Weather tight cap for tubular posts. Provide one cap for each post.
  - e) Stretcher Bars: One-piece lengths, full height of fabric, 3/16" x 3/4", for gates and end posts.
  - f) 6 ga. steel, Tension Wire shall be run at bottom of fabric.
  - g) Stretcher Bar Bands: 15" O.C. to secure stretchers to posts.
- 3) Swinging gates
- 4) Furnish chain link gates as required.

Construction:

- a) Gates shall be fenced with the same fabric used for the body of the fencing. Install with stretcher bars at vertical edges and the wires at top and bottom edges.
- b) Gate frame shall be 1.90" pipe with welded or riveted corners. Braces and truss rods shall be furnished when necessary to prevent sagging.
- c) Hinges shall be pressed steel or malleable iron. Provide one pair for each leaf. Latches shall be forked type for single gates and plunger bar types for double gates. Both shall have a padlock eye and permit operation from either side of gate. Keepers shall be provided for each gate leaf over 5' wide and shall consist of a mechanical device for securing the free end of the gate when in full open position.
- d) Gate Posts: Gate posts shall be of the following sizes for single swing gates or one leaf of double gates.

Leaf width	Gate Post	Lb. / Ft
Up to 6'	3" O.D. pipe	4.64
Over 6' to 13'	4" O.D. pipe	9.11
Over 13' to 18'	6-5/8" O.D. pipe	18.9

Gate posts shall be of sufficient length to allow for approximately 36" setting into concrete footings. Diameter of footings to be three (3) times the diameter of the gatepost or 12" minimum.

Finishes

- a) Fabric finish. Galvanized, ASTM A 392, Class I.
- b) Framework: Galvanized steel, ASTM A 120, 1.8 oz.
- c) Accessories: Galvanized, ASTM A 152, Table I.

Concrete

- d) Provide concrete consisting of Portland Cement, complying with ASTM C150, aggregates complying with ASTM C33, and clean water.
- e) Mix materials to obtain concrete with a minimum 28-day compressive strength of 3000 psi, using one-inch maximum size aggregate, maximum 3-inch slump and 2 to 4-percent entrained air.

**VINYL COATED CHAIN LINK FENCING AND GATES**

The work under this heading includes the furnishing and installation of vinyl coated chain link fences and gates as specified herein and as shown for each project.

Manufacturer: The fence shall be ornamental aluminum ideal, Merchants Metal or equivalent. The Contractor shall include all supplementary parts necessary or required for a complete and satisfactory installation. All runs of the fence shall present the same general appearance and the product Ornamental Aluminum ideal, Merchants Metal or equivalent.

Product- 3', 5' and 6' high general fencing

1) Fabric:

- a) The black vinyl coated chain link fence shall conform to ASTM F-668-Type 2B.
- b) The size of mesh shall be 2 inches and the wire shall be No.9 Gauge Basic Open Hearth Steel, hot-dip galvanized in accordance with ASTM A-641-71A.
- c) The wire shall be standard finish with the top and bottom selvage having no barbs.
- d) The thickness of the black vinyl coating shall be 10-14 mils applied by Fusion Bonding.

2) Wire Fabric Ties

- a) Wire fabric ties shall be black vinyl coated as specified above No. 9 gauge hot-dip galvanized steel wire conforming to ASTM A112 and spaced 12 inches apart on all posts and 24 inches apart on all rails.

3) Post, Rails, Fittings, and Braces

- a) Line and brace posts shall be 2" O.C. schedule 40 hot-dip galvanized steel pipe.
- b) Corner and end posts shall be 3 inches O.D., 5.79 pounds per linear foot, hot-dip galvanized steel pipe.
- c) The top rails and braces shall be 1-5/8" O.D., 2.27 pounds per linear foot, hot-dip galvanized steel pipe. Each brace section shall be a diagonally trussed with 3/8 inch round hot-dip galvanized steel rod with truss tightener and fittings.
- d) All posts shall be furnished with tops and required fittings for attaching fabric and rail. Fittings shall be of malleable iron or pressed steel.
- e) Post spacing shall be 10'-0" O.C. max. All pipe, fittings and all accessories, etc. shall have a black vinyl coating as specified above.

4) Gates

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- a) Gate frames shall be tubular shaped 1-5/8 inches, O.D. with welded or steel fitted corners.
- b) Braces and trusses shall be furnished as required to prevent sagging of the gate.
- c) Frames shall be covered with fabric as specified for the fence.
- d) Gates shall have a black vinyl coating as specified above.
- e) Gate Posts Shall Be as Follows:

Leaf width	Gate Post	Lb. / Ft
Up to 6'	2 7/8" O.D. pipe	5.79
Over 6' to 13'	4" O.D. pipe	9.11
Over 13' to 18'	6-5/8" O.D. pipe	18.97
Over 18'	8 5/8" O.D. pipe	28.55

5) Fittings and Hardware

- a) Miscellaneous fittings and hardware shall be of design standard with the manufacturer.
- b) Miscellaneous fittings and hardware shall be zinc-coated steel, and shall be equal to the materials specified in Federal Specifications RR-F-183.

6) Welding

- a) Structural members of gates which are in contact shall be fully welded by a method that will procure a continuous weld on all sides and faces of joints at exposed edges.
- b) Surplus welding material shall be removed.

**ALUMINUM ORNAMENTAL FENCING AND GATES**

- 1) Aluminum ornamental fencing shall be six (6) foot high pre-assembled eight foot sections with 1 1/2" X 1 1/2" horizontal channels and 3/4" x 3/4" pickets. Standard picket spacing is 4 7/8" on center providing 3 7/8" air space between pickets.
- 2) All gates should come with Welded U-Frame, spring-loaded hinges, and a self-closing gravity latch.
- 3) All products shall be powder coated and contain a 30 year limited warranty against chipping, cracking, and flaking.
- 4) GATE HARDWARE FOR FIRE EGRESS GATE
  - a) A Von Duprin 99EO Series Pushpad Exit Device will be used on all gates that are determined to be needed for fire egress.
  - b) The exterior trim shall be the Von Durpin XX with the interchangeable core rim cylinder.
  - c) The device shall be certified and compliant with ANSI A156.3 Type 28, Grade1 and A117.1 Accessibility Code.
  - d) There shall be a five year limited warranty.
  - e) All gates installed with push bar shall be self-closing and have plexi-glass mounted to the exterior of the gate to prevent keyless entry.

**INDUSTRIAL ALUMINUM FENCES AND GATES SPECIFICATIONS**

1) GENERAL

a) SECTION INCLUDES

- i) Ornamental Fencing.

b) REFERENCES

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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.

2. .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 fencing manufacturer.
- 5) Provide a rigid, secure, aligned installation. Contractor must examine the conditions under which the fences are to be installed.
- 6) Notify the District in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.
- 7) Prior to excavation work, ground clearance must be given.
- 8) All utility notifications and locations shall be done prior to work at the expense of the Contractor.
- 9) Excavate holes to minimum diameters and maximum spacing as recommended by fencing manufacturer.
- 10) Remove all debris from the site created by the fence work.

## **GALVANIZED CHAIN LINK FENCE AND GATES**

- 1) Setting posts
  - a) Remove all loose and foreign materials from sides and bottoms of holes, and moisten soil prior to placing concrete.
  - b) Center and align posts in holes 3" above bottom of excavation. Place concrete around posts in a continuous pour, and vibrate or stamp for consolidation.
  - c) Check each post placement and finishing operations. Trowel finish tops of footings and slope or dome to direct water away from posts.
  - d) Set keep stops, sleeves, and other accessories into concrete as required.
  - e) Keep exposed concrete surfaces moist for at least seven (7) days after placement, or cure with membrane curing material, or other acceptable.
  - f) Space posts 10' maximum.
- 2) Brace assemblies
  - a) Install braces so posts are plumb when diagonal rod is under proper tension.
  - b) Install tension wires by weaving through the fabric and tying to each post with not less than 7 ga. galvanized wire, or by securing the wire to the fabric.
- 3) Fabric
  - a) Leave approximately 2" between finish grade and bottom selvage.
  - b) Pull fabric taut and tie to posts, rails and tension wires.
  - c) Install fabric on security side of fence, and anchor to framework so that fabric remains in tension after pulling force is released.

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### 4) Stretcher bars

- a) Thread through or clamp to fabric 4" O.C. and secure to posts with metal bands spaced 15" O.C.

### 5) Tie wires

- a) Use U-shaped wires, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly with ends twisted at least two (2) full turns. Bend ends of wire to minimize hazard to persons or clothing.

### 6) Fasteners

- a) Install nuts for tension band and hardware bolts on side of fence opposite fabric side. Pin ends of bolts or score threads to prevent removal of nuts.

### 7) Repair

- a) Repair coatings damaged in the shop or during field erection by recoating with hot applied repair compound. Apply per manufacturer's recommendations.

## **VINYL COATED CHAIN LINK FENCING AND GATES**

### 1) Setting posts

- a) Posts shall be set in concrete and centered. The tops of concrete bases shall be finished smooth slightly above the ground surface and sloped to drain.
- b) After the posts have been installed and the concrete has set so that it will not be damaged, the rails and bracing shall be installed.

### 2) Fabric

- a) The fence fabric shall be tightly stretched and fastened to all rails and posts. Care shall be taken to not stretch the wire so tightly that it will break in cold weather or pull the posts out of line.
- b) Fastening to gate, end or corner posts shall be with stretcher bars, clamps and bolts.
- c) Top selvage shall be dressed flush with the top rail and the bottom shall be 1-1/2 inches above the ground.
- d) Provide a 6 gauge high carbon tension wire along the bottom.
- e) Fabric shall be spiced by pulling the ends together and twisting in a spiral connection link or picket so as to make a continuous piece of fabric between end, corner and gate posts, as the case may be.

### 3) Gates

- a) The gates shall be hung level and plumb with gate fittings on braced gate post, and shall be attached in such a manner that they cannot be lifted off the hinges.
- b) Gates shall be adjusted for easy and proper operation. Gate frames shall be made of adequate size members for the gate openings shown.
- c) Welded construction may be used, in which case the frame shall be hot-dip galvanized after fabrication.
- d) Fabric shall be stretched tight across the frame and permanently and neatly secured.
- e) All gates shall be fitted with suitable hardware for locking with a padlock.
- f) Hinges shall permit the gates to swing back against the fence line.
- g) Provide catch fittings to hold gates and a plunger rod and catch block in the center of the opening of the leaf gates.

## **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.

**SECTION I: BID FORM**

(This page is to be submitted back with your response)

Line #	Description	UOM	Material Only Cost	Labor to Install Cost
1.	<p><b>This shall include all the materials required to complete the installation to include the end posts:</b>                      Fence Chain link industrial Schedule 40, 2-1/2" line set in concrete 10' O.C., 6' high with 1-5/8" top rail 9 gauge wire, galvanized. Steel, Knuckle/knuckle</p>	Per linear foot galvanized		
2.	<p><b>This shall include all the materials required to complete the installation to include the end posts:</b>                      Fence Chain link industrial Schedule 40, 2-1/2" line set in concrete 10' O.C., 6' high with 1-5/8" top rail 9 gauge wire, galvanized. Steel, Knuckle/knuckle</p>	Per linear foot vinyl		
3.	<p><b>This shall include all the materials required to complete the installation to include the end posts:</b>                      Fence Chain link industrial Schedule 40, 2-1/2" line set in concrete, 4' high with top rail 9 gauge wire, galvanized. Steel, Knuckle/knuckle</p>	Per linear foot galvanized		
4.	<p><b>This shall include all the materials required to complete the installation to include the end posts:</b>                      Fence Chain link industrial Schedule 40, 2-1/2" line set in concrete, 4' high with top rail 9 gauge wire, galvanized. Steel, Knuckle/knuckle</p>	Per linear foot vinyl		
5.	<p><b>This shall include all the materials required to complete the installation to include the end posts:</b>                      4' high- All line posts, end posts set in concrete, all panels, brackets and fasteners per specification</p>	Per linear foot ornamental aluminum		
6.	<p><b>This shall include all the materials required to complete the installation to include the end posts:</b>                      6' high- All line posts, end posts set in concrete, all panels, brackets and fasteners per specification</p>	Per linear foot ornamental aluminum		
<b>Total</b> <b>This is your bid amount.</b>				

**The material cost above shall reflect the cost for the materials listed below. These costs shall remain firm the first year of the contract. No other costs will be considered.**

**Award will be made to the bidder with the overall lowest labor cost for lines 1-6.**

Additional materials that are not a part of this contract shall be reimbursed at cost plus a 10% markup. The original suppliers invoice must be submitted when requesting payment.

Provide an hourly rate for repairs not requiring materials.

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**Material Listing**

Line #	Materials	UOM	Material Only Cost	Labor to Install Cost
1.	Fabric only 4' high	Per linear foot galvanized		
2.	Fabric only 4' high	Per linear foot vinyl		
3.	Fabric only 6' high	Per linear foot galvanized		
4.	Fabric only 6' high	Per linear foot vinyl		
5.	Panels- 6' x 6' (with 3/4" picket)	Per each ornamental aluminum		
6.	Panels- 6' x 8' (with 3/4" picket)	Per each ornamental aluminum		
7.	Posts line 4' high (2 1/2 x 6)	Per each galvanized		
8.	Posts line 4' high (2 1/2 x 6)	Per each vinyl		
9.	Posts line 4' high (2 1/2 x 6)	Per each ornamental aluminum		
10	Posts line 6' high (2 1/2 x 8)	Per each galvanized		
11	Posts line 6' high (2 1/2 x 8)	Per each vinyl		
12	Posts line 6' high (2 1/2 x 8)	Per each ornamental aluminum		
13	Top rail – 5/8" O.D.	Per linear foot galvanized		
14	Top rail – 5/8" O.D.	Per linear foot vinyl		
15	3" End Post	Per each galvanized		
16	3" End Post	Per each vinyl		
17	3" x 6' End Post	Per each ornamental aluminum		
18	3" x 8' End Post	Per each ornamental aluminum		

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19	4" End Post	Per each galvanized		
20	4" End Post	Per each vinyl		
21	6" End Post	Per each galvanized		
22	6 5/8" End Post	Per each vinyl		
23	4" x 6' Gate Post	Per each vinyl		
24	4" x 6' Gate Post	Per each galvanized		
25	4" x 6' Gate Post	Per each ornamental aluminum		
26	4" x 8' Gate Post	Per each vinyl		
27	4" x 8' Gate Post	Per each galvanized		
28	4" x 8' Gate Post	Per each ornamental aluminum		
29	Gate, walk for 4' high fence	Per each galvanized		
30	Gate, walk for 4' high fence	Per each vinyl		
31	Gate, walk for 6' high fence by 4' wide	Per each galvanized		
32	Gate, walk for 6' high fence by 4' wide	Per each vinyl		
33	Gate, walk for 6' high fence by 4' wide (with double picket)	Per each ornamental aluminum		
34	Gate, walk for 6' high fence by 6' wide	Per each galvanized		
35	Gate, walk for 6' high fence by 6' wide	Per each vinyl		
36	Gate, walk for 6' high fence by 6' wide (with double picket)	Per each ornamental aluminum		
37	Gate, double for 4' high fence by 10' wide	Per each galvanized		
38	Gate, double for 4' high fence by 10' wide	Per each vinyl		
39	Gate, double for 4' high fence by 10' wide	Per each ornamental aluminum		
40	Gate, double for 6' high fence by 10' wide	Per each galvanized		

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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 galvanized		
50	Gate, drive 12' for 6' high fence	Per each vinyl		
51	Gate, drive 12' for 6' high fence	Per each ornamental aluminum		
52	Gate, drive 20' for 6' high fence	Per each galvanized		
53	Gate, drive 20' for 6' high fence	Per each vinyl		
54	Gate, drive 20' for 6' high fence	Per each ornamental aluminum		
55	Gate, Roll manual – 16' x 6'	Per each galvanized		
56	Gate, Roll manual – 16' x 6'	Per each vinyl		
57	Fence & fabric removal for 6' & 4'	Per linear foot		
58	Fence fabric removal only for 6' or 4'	Per linear foot		
59	Push bar with cylinder and plate (Installed)- A Von Duprin 99E0	Each		
60	Gate closer for walk gate	Each		

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61	Bollards –Concrete painted yellow 4”	Per Bollard		
62	Bollards –Concrete painted yellow 6”	Per Bollard		
63	Bollards –Concrete painted yellow 8”	Per Bollard		

**APPENDICES**

Appendix I- References  
Appendix II- Conflict of Interest

### APPENDIX I- REFERENCES

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

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

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

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Contract End Date	

<b>#4 –Entity Name</b>	
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 below any unfair competitive advantage I or my company or sub-contractor(s) may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the District intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a consultant's judgment, and

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prevent one Offeror or company from having an unfair competitive advantage over other Offerors. The District, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the District may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

**List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above.**

**Please check only one box below.**

- No known actual or potential Conflicts of Interest are subject to disclosure.**
- All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by Rock Hill School District.**

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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 certify for myself and on behalf of my company and any of my sub-contractor(s) that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). I acknowledge and understand that the District may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or sub-contractor(s) participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.

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

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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