



**REQUEST FOR PROPOSAL**  
**FENCING REPLACEMENT & INSTALLATION**  
**DISTRICT WIDE**  
**TROY SCHOOL DISTRICT**

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**REQUEST FOR PROPOSAL  
RFP 9928  
FENCING REPLACEMENT & INSTALLATION  
DISTRICT-WIDE  
TROY PUBLIC SCHOOLS**

Troy Schools is accepting firm, sealed proposals for Fencing Replacement & Installation District-Wide to establish a three year service contract, with an annual renewal, beginning approximately June, 2021.

Specifications and proposal forms can be obtained online at <http://www.troy.k12.mi.us/> . From the main page click the “Business Services” tab listed under “Departments”, then click “Purchasing”, scroll down to “Bid and RFP Advertisements” to locate and access the bid document.

Your proposal and two copies marked “**RFP 9928 Fencing Replacement& Installation District-Wide**” must be delivered no later than Wednesday, 1:00 p.m., May 26, 2021, Purchasing Department, Troy School District, 1140 Rankin Drive, Troy, Michigan 48083, at which time all bids will be publicly opened and read aloud immediately thereafter. Bid proposals received after this time will not be considered or accepted.

All questions regarding the services specified, or the RFP terms and conditions will be accepted in writing ONLY and subsequently answered through an addendum to all interested parties. Questions must be received no later than noon, Wednesday May 19, 2021 at no other time prior to the RFP opening will questions/concerns be addressed or accepted and may be faxed to: 248.823.4077, or emailed as a Word document to: [PurchasingOffice@troy.k12.mi.us](mailto:PurchasingOffice@troy.k12.mi.us).

The contents of RFP and Bidder’s (also referred to as Contractor in these documents) Proposal will become contractual obligations, if a contract ensues. Failure of the Bidder to accept these obligations will result in cancellation of the award. Award of a contract by the District is subject to the Contractor executing a Contract, which shall incorporate the contents of this RFP and the Contractor’s Proposal and final approval if the same by the District’s legal counsel.

In compliance with MCL 380.1267, the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board, or the superintendent of the school district. The bid shall also be accompanied by a sworn and notarized statement disclosing whether the bidder is an Iran Linked Business in compliance with PA 517 of 2012. The Board shall not accept a bid that does not include these sworn and notarized disclosure statements.

Certified check or Bid Bond must accompany each proposal by an approved surety company in an amount not less than 5% of the proposal amount. All bids shall be firm for at least sixty (60) days from the date of opening of bids. Length of time required for completion shall be specified in the bid. All bids submitted must meet or exceed all specifications herein.

The Troy Board of Education reserves the right to accept or reject any or all bids, either in whole or in part; to award contract to other than the low bidder; to waive any irregularities and/or informalities; and in general to make awards in any manner deemed to be in the best interest of the owner.

Purchasing Department  
Troy School District  
Troy, MI 48083

## INSTRUCTIONS TO BIDDERS

### **GENERAL CONDITIONS:**

1. Proposal/Intent

TSD is seeking bids for concrete removal and replacement on an as-needed basis for three years. Estimated Annual Project Budget is \$150,000.

The annual budget for 2021 is \$150,000.00; ***for the purposes of the bid contractor is to quote the specified base bid work as detailed in this RFP. This along with the unit & labor costs will be the basis for determining the successful contractor. In addition, other contractor qualifications will be considered.***

Note: A large percentage of the work will take place during the summer recess (typically June 15 – September 1). However some & additional work where requested and applicable will occur during the seasonal time period appropriate for fencing installation. “Additional” work will be at prices per the unit price or labor/material rates.

2. Types of Proposals

See bid proposal form.

3. Receipt of Bids

Bids will be received at Troy School District on Wednesday May 26, 2021 at 1:00 p.m.. Bids will be publicly opened at this time. The District will not consider or accept a bid received after the date and time specified for bid submission. No oral, telephonic or telegraphic proposals shall be considered.

4. Bidders' Qualifications

Bidders shall be able to demonstrate the following:

Shall be reputable, recognized organization with at least five (5) years successful experience on work of this type and scope, of equal or better quality than this project.

The District, as part of the bidder's qualifications, can include as part of the criteria for determining which vendor to recommend to the Board, information on whether the vendor or the owner is a taxpayer in the District (local vendor consideration). The bid form has a place for the bidder to indicate if they fall within this criterion. If necessary, the District will ask for information documenting this bidder's status after the bid opening.

5. Warranty

Contractor shall warranty materials and installation of all components for a period of 18 months from date of acceptance by the owner of job completion.

6. Project Meeting

Pre-construction meeting will be held prior to any work commencing with Rob Carson – Director of Operations or his designee.

7. Work Schedule

Project Start: June 23, 2021

Completion: September 4, 2021\* (flexible work to be completed by 12/1/21)

Work Hours: 7:00 AM to 7:00 PM Monday through Saturday

8. Clean-up and Disposal

The Contractor shall be responsible to clean-up all debris and dispose of it legally off-site. If the District has to clean up after contractors, there will be a \$500 per event fee in addition to disposal costs.

9. Damage Repair

- A survey of the site will be conducted, and documented by the contractor, to determine current site conditions. The contractor shall be responsible to repair any damage to the site, which occurs during this project.
- Contractors and their Sub Contractors shall park their work vehicles in the area(s) designated for parking. Contractors and their Sub Contractors shall not park or drive on sidewalks or grassy areas. There will be a \$500 fee assessed for any vehicles that are documented to be parking on sidewalks or grassy areas.

10. Submittal of Bid

- Before submitting a bid, bidders shall carefully read all of the specifications in order to avoid omission or duplications. To ensure a complete project, bidders shall visit the premises; verify site conditions and conditions under which work under the contract must be conducted. Submission of a bid signifies that the bidder has visited the project premises, has made examinations and verifications and is fully conversant with all conditions under which the work is to be performed. No claims for additional compensation will be considered or paid to the successful bidder, due to said successful bidder's failure to be so informed.
- Any exceptions to the terms and conditions contained in this RFP or the form Contract attached to this RFP, if there is one attached, or any other special considerations or conditions requested or required by the bidder MUST be specifically enumerated by the bidder and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of this RFP or form of Contract cannot be met by, or in the bidder's opinion should not be applicable to, the bidder. The bidder shall be required and expected to meet the specification and the requirements as set forth in this RFP and the form of Contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the bidder's Proposal and those exceptions

or special considerations or conditions are expressly accepted by the District.

- Bids shall be submitted on our Bid Proposal Forms, signed by the bidder, in a sealed envelope clearly marked **“RFP 9928 Fence Replacement & Installation District-Wide”**
- addressed to the attention of:  
Mr. Todd Hensley  
Troy School District  
Purchasing Department  
1140 Rankin  
Troy, MI 48083

11. Familial Relationship

All bidders must provide familial disclosure in compliance with MCL 380.1267 and attach this information to the bid. The bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board or the superintendent of the school district. The District shall not accept a bid that does not include this sworn and notarized disclosure statement.

12. Iran Economics Sanctions Act

Each bid must be accompanied by a sworn and notarized statement certifying that the Contractor is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, PA 516 of 201.

13. Withdrawal of Bids

Any bidder may withdraw his bid at any time prior to the scheduled time for receipt of bids. No proposals may be withdrawn for at least sixty (60) days after the scheduled closing time of the bid.

14. Firm Prices

Prices and notations must be typed or in ink. No erasures are permitted. Mistakes may be crossed out and corrections entered and initialed, in ink, by the person signing the proposal.

In the event of discrepancy between the unit price and the extension, the UNIT PRICE SHALL GOVERN. The price inserted must be net including all freight, discounts, rebates, and allowances.

15. Permits, Fees, Regulations and Taxes

The Contractor shall obtain and pay for all permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of this contract, including disconnection charges, capping and unplugging utilities.

The Contractor shall be responsible for obtaining all permits and licenses necessary for the proper completion of project. Permits and licenses are available from the appropriate agencies having

jurisdiction. The Contractor shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations bearing on the work.

At the completion of the project, the contract will provide to the District all paperwork related to the full execution of the permits(s), including all payments and inspections.

If any of the work of the Contractor is done contrary to such laws, ordinance rules and regulations without such notice, he shall bear all costs arising therefrom. The Contractor shall include all cost and taxes in its bid, and make proper provisions for payment of all other State and Federal applicable taxes, fees or other costs.

The District is NOT automatically exempt from State of Michigan Sales and Use Taxes. **The District must pay these taxes when materials are to be incorporated into realty.** Hence, for materials that are permanently attached, built-in, incorporated or otherwise made part of the structure all applicable taxes shall be paid by the Contractor. The District is exempt from sales and use taxes if the materials are movable and are not permanently made part of the structure.

16. Delivery/Installation

Time of delivery is part of the consideration. It is understood that the bidder agrees to deliver prepaid to the schools, specified from the resulting contract, all items. All cost of delivery, dryage, freight, packing, unpacking, and setup are to be included in the prices bid.

The Contractor is responsible for removing from the project all waste materials and rubbish resulting from his operations and installation including all packing cartons and debris. Removal is to occur on a daily basis. Failure to do so will result in the Owner doing so and the cost thereof shall be charged to the Contractor as a deduction in his contract price.

The Contractor shall provide an adequate number of qualified, experienced installers, in harmony with other works at the site.

17. Bonds

- Bid Bond or certified check, for an amount not less than five (5%) percent of the amount of the bid (2021 budget), must accompany each bid. The check or bond of each unsuccessful bidder will be returned within ten (10) days after the bid is awarded. Failure of any accepted bidder to enter into a contract to complete the specified work may forfeiture of his bid security. Failure to submit proper bid security shall constitute rejection of bid.
- Performance Bond/Payment Bond within fourteen (14) days after date of issuance of written notice of selection for the award of a contract, which shall be considered as the notice to proceed, the successful bidder shall enter into a contract with the Owner and shall execute and file with the Owner, the following in the amount 100% equal to full contract sum.

**The Performance Bond must insure the faithful performance of all provisions of the contract and satisfactory completion of the specified work, within the time agreed upon.**

The **Payment Bond** must insure the payment and protection of claimants supplying labor or materials to the principal contractor or his subcontractors in the prosecution of the work provided

for in the contract. The successful contractor's bond company must be listed by the State of Michigan as a licensed carrier and have an excellent or superior rating from AM Best Company.

18. Safety

Under the "General Conditions of the Contract for Construction" of the contract to be awarded, the Contractor;

- a) shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures;
  - b) shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the contract;
  - c) shall take reasonable precautions for safety of all persons who may be affected, including employees of the Contractor and Subcontractor; and
  - d) shall have an accident prevention representative at the site.
- The general conditions of the contract for construction and the agreement also require that the Contractor indemnify the Owner in the event of certain claims arising out of the performance of the work.

19. Insurance Requirements

The Contractor shall protect, defend and indemnify the Owner, its officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs of whatsoever kind and nature which may result in injury or death to any persons, and for any result in injury or death to any person, and for loss or damage to any property, including property owned or in the care, custody, or control of the Owner in connection with or in any way incident to or arising out of the occupancy, use, with this Agreement resulting in whole or in part from negligent acts or omissions of the Contractor, any Subcontractor, or any employee, agent or representative of the Contractor or any Subcontractor.

The Contractor shall maintain, at its expense, during the term of this contract the following insurance:

- a. Worker's Compensation Insurance with statutory limits and Employer's Liability Insurance with a minimum limit of \$1,000,000 each occurrence.
- b. Comprehensive General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, in the same amount made for bodily injury and property damage. The policy is to include products and completed operations, cross liability, broad form property damage, independent contractors, and contractual liability coverage. The policy shall be endorsed to provide sixty (60) days written notice to the District of any material change of coverage, cancellation, or non-renewal of coverage.
- c. If Subcontractors are likely to be used, the Comprehensive General Liability policy shall include coverage for independent Contractors.

- d. Owner's Contractor's Protective Policy-comprehensive in the name of the Owner, with a minimum combined single limit of \$1,000,000 per occurrence in the same amount for bodily injury or property damage.
- e. Automobile Liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance and property insurance to comply with the provisions of the Michigan no-fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each occurrence of bodily injury and property damage.
- f. All insurance policies shall be issued by companies licensed to do business in the State of Michigan. The companies issuing the policies must be domestic (on-shore) companies and have an A rating by AM Best.
- g. The Contractor shall be responsible for payment of all deductibles contained in any insurance policy required in this contract.

20. Compliance with School Safety Initiative Legislation

- Meeting the requirements of the School Safety Initiative Legislation, being MCL 380.1230, 380.1230a, 380.1230c, 380.1230d and 380.1230g.
- The Bidder acknowledges and agrees that the Bidder will have any and all of its installation personnel (including sub-contractors) subjected to criminal history and background checks. **Personnel that fall into this group will be working on District premises for more than one continuous week.** Criminal history and background checks will be done within a year of the beginning of the project and should be completed before worked begins on this project.
- The Bidder is required to provide written documentation listing all personnel who fall into the group indicated in the above paragraph. The documentation will also verify that none of the personnel have a "listed offense" as indicated below. This documentation is to be provided before the beginning of the project and updated as necessary for any additions or subtractions from the list as long as the project lasts.
- The Bidder shall indemnify, defend and hold the District, its employees, Board of Education, and each member thereof, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorney's fees and actual expert witness fees, arising out of or in connection with any violation of, or the Bidder's failure to comply with the above paragraphs.
- The Bidder shall be responsible for all costs and expenses associated with the above-required criminal history and background checks.



## LISTED OFFENSES

1. MCL 750.145a - Accosting, enticing or soliciting child (less than 16 years of age) for immoral purposes.
  2. MCL 750.145b - Accosting, enticing or soliciting child (less than 16 years of age) immoral purposes – second or subsequent offenses.
  3. MCL 750.145c - Involvement in child sexually abusive activity or material, including possession of child sexually abusive material (“child” is a person less than 18 years of age who has not been legally emancipated.)
  4. MCL 750.158 - Crime against nature (i.e., sodomy and bestiality) if the victim is an individual less than 18 years of age.
  5. A third of subsequent violation of any combination of the following:
    - a. MCL 750.167(1)(f) - indecent or obscene conduct in a public place;
    - b. MCL 750.335a - indecent exposure;
    - c. A local ordinance of a municipality substantially corresponding to a section described in (a) or (b), *supra*.
  6. Except for juvenile disposition or adjudication, a violation of:
    - a. MCL 750.338 - gross indecency between males; fellatio or masturbation;
    - b. MCL 750.338a - gross indecency between females; oral sex;
    - c. MCL 750.338b - gross indecency between male and female persons;if the victim is an individual less than 18 years of age.
  7. MCL 750.349 - Kidnapping, if victim is an individual less than 18 years of age.
  8. MCL 750.350 - Kidnapping; child under 14 years of age with intent to detain or conceal from child’s parent or legal guardian.
  9. MCL 750.448 - Soliciting or accosting by a person 16 years of age or older, if victim is an individual less than 18 years of age.
  10. MCL 750.455 - Pandering
  11. MCL 750.520b - First degree criminal sexual conduct.
  12. MCL 750.520c - Second degree criminal sexual conduct.
  13. MCL 750.520d - Third degree criminal sexual conduct.
  14. MCL 750.520e - Fourth degree criminal sexual conduct.
  15. MCL 750.520g - Assault with intent to commit criminal sexual conduct.
  16. Any other violation of a law of the state or a local ordinance of municipality that by its nature constitutes a sexual offense against an individual who is less than 18 years of age.
  17. MCL 750.10a - Offense by sexually delinquent person (i.e., “any person whose sexual behavior is characterized by repetitive or compulsive acts which indicate a disregard of consequences or the recognized rights of others, or by the use of force upon another person in attempting sexual relations of either a heterosexual or homosexual nature, or by the commission of sexual aggressions against children under the age of 16”).
  18. An attempt or conspiracy to commit an offense described in (1) through (17).
  19. An offense substantially similar to an offense described in (1) through (17) under a law of the United States, any state, or any country or any tribal or military law.
22. Termination by the District for Convenience

The District may, at any time, terminate the Contract for the District’s convenience and without cause.

Upon receipt of written notice from the District of such termination for the District’s convenience, the Contractor shall:

- (1) Cease operations as directed by the District in the notice;
- (2) Take actions necessary, or that the District may direct, for the protection and preservation of the Work; and
- (3) Except for Work directed to performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

23. Bids, Notifications, Claims and Statements shall be signed as follows:

Corporations; Signature of officials shall be accompanied by a certified copy of resolution of the Board of Directors authorizing the individual signing to bind the corporation. Affix official corporate seal.

Partnerships; Signature of official shall be accompanied by a certified copy of the Power of Attorney authorizing the individual signing to bind all partners.

24. Owner Is An Equal Opportunity Employer

The Owner is an Equal Opportunity Employer. Pursuant to the Executive Order 11246 as amended, you are advised that under the provisions of this order, Contractors and Subcontractors are obligated to take affirmative action to provide equal opportunity without regard to race, creed, color, national origin, age or sex.

25. Michigan Right to Know Law

Troy School District will comply with the Michigan Right to Know Law by informing Contractors of hazardous chemicals to which they may be exposed. All Contractors will be required to provide Material Safety Data Sheets for any hazardous chemicals brought to the workplace. The Contractor shall comply with all applicable provisions of the Occupational Safety and Health Act for the duration of the specified work.

26. Asbestos Hazard Emergency Response Act

As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act, each school district is responsible for providing contractors with information regarding locations of known or assumed asbestos containing material prior to the Contractor entering a building under the school district's jurisdiction. The successful bidder will be required to complete the school district's Contractor Notification forms.

27. Notification of Assumed Lead-Containing Materials

The intent of this section is to formally notify all Contractors and Sub-Contractors applying for or bidding on work covered within this specification that, due to the age of the facilities within this District, there is the presumption that building components do contain lead-based paint pursuant to OSHA definition. The District has not conducted lead-based paint inspections. As a result, all Contractors and Sub-Contractors bidding must assume that building components do contain lead-based paint.

Furthermore, all awarded Contractors and Sub-Contractors shall be responsible to comply with all applicable Federal and Michigan State lead regulations including, but not limited to, 29 CFR Part

1926.62 of the OSHA Lead Construction Standard, (Part 603 of the Michigan State Standards). All costs associated with regulatory compliance shall be borne by the Contractor and/or Sub-Contractor.

28. General Conditions

The District reserves the right to accept or reject any or all proposals, to waive irregularities, and to accept a proposal which, in the District's opinion, is in the District's best interest.

The District reserves the right to declare as non-responsive, and reject, any bid which is incomplete or where material information requested is not furnished, or where indirect or incomplete answers or information is provided.

In the event, the Administration Building is closed due to unforeseen circumstances on the day Proposals are due, Proposals will be due at the same time on the next day that the District and/or the Administration Building is open.

Negligence in preparation, improper preparation, errors in, or omissions from, proposal shall not relieve a bidder from fulfillment of any and all obligations and requirements of the proposed Contract Documents.

The District expects that the awarded bidder will complete the work as outlined in the specifications for the amount bid by the bidder. Any additional costs above the amount bid and awarded, must be approved by the District in advance of any work.

Voluntary alternates for bids are acceptable but should NOT be put in the space for the Base Bid on the Bid Response Form but on an attached sheet, clearly labeled Voluntary Alternative. Such Alternates should be described in enough detail for the District to understand the Bidder's intent.

Owner may choose to conduct testing to verify correct products and installation. If the materials and installation are found not to be per spec, owner will require subsequent tests to be performed by Owners testing company at contractors expense.

Any exceptions to the terms and conditions contained in this RFP or any special considerations or conditions requested or required by the Contractor MUST be specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of this RFP cannot be met by, or in the Contractor's opinion should not be applicable to, the Contractor. The Contractor shall be required and expected to meet the specifications and the requirements as set forth in this RFP in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Contractor's Proposal and those exceptions or special considerations or conditions are expressly accepted by the District.

No responsibility shall attach to the District, or the authorized representatives of either one, for the premature opening of any proposal, which is not properly addressed and identified.

The Contract Documents, as outlined in the executed Agreement, shall imply the inclusion of the entire agreement between the parties thereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by an officer, agent or employee of the District or by any other person.

If there is an issue with subcontractor and contractor which results in a legal proceeding which is not tied to the performance of TSD or its staff, contractor to pay any time spent by TSD.

29. Opening and Awarding of Bids

Bids are due no later than Wednesday, 1:00 p.m., May 26, 2021. At that time they will be publicly opened and read aloud;

Troy School District  
Purchasing Department  
1140 Rankin  
Troy, MI 48083

The recommendation for award will be submitted to the Board of Education at the regular Board of Education Meeting to be held on June 22, 2021.

**BID REQUIREMENTS**

TSD is seeking bids for concrete removal and replacement on an as-needed basis for three years at its school buildings. Estimated Annual budget for years (2) & (3) is \$150,000.00.

The annual budget for 2021 is \$150,000.00, this along with the unit costs will be the basis for determining the successful contractor. In addition, other contractor qualifications will be considered.

Note: Most of the base bid work will take place during the summer recess. However, some of that work is flexible and can occur throughout the fall of 2021.

### **SCOPE of WORK (Base Bid)**

- See Addendum A (Specifications & Maps) for base bid required work
- Additional work will utilize unit pricing or labor rate with material costs (T&M) for job pricing
- It will be the responsibility of the Contractor to furnish all services, labor, material, equipment, tools, insurance, permits and fees (if applicable) necessary to render the services accordingly.

### **SPECIFICATIONS**

1. All supplies materials and equipment used in the performance of the bid shall be of the type and quality used in commercial chain-link fence replacement services.
2. Post spacing shall be spaced a maximum of 10'0" on center, Terminal spans may be less in order to adjust line spans or even footage.
3. Post Settings – all end & gate posts shall be set in concrete to the appropriate frost line depth with a belled bottom and concrete kept 3" below grade for backfill material; all line posts shall be driven unless approved by District.
4. Fittings – all fittings and hardware shall be steel and of commercial grade/appropriate for use with zinc coated steel fabric or as appropriate if other fabric is specified.
5. Fabric Ties – steel fabric ties must be utilized in all applications unless approved by District.
6. Fence Removal – when removing fence posts the Contractor shall completely move the post and any concrete and completely fill and compact the holes with appropriate soil so that the area is level with the adjacent ground/surface. The Contractor shall not fill the post holes with the concrete removed from the old posts.

**My signature certifies that the Proposal as submitted complies with all of the terms and conditions set forth in the Request for Proposal unless specifically enumerated as an exception as part of our Proposal.**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

AUTHORIZED NAME (please print): \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

CELL PHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**The undersigned certifies that the bid contained meets or exceeds the attached specifications. Include the bond and allowances amount in price (s).**

Base bid	1.-Athens	Cost _____
	2.-Larson	Cost _____
	3.-Barnard	Cost _____
	4.-Leonard	Cost _____
	5.-Martell	Cost _____
	6.-Troy Union	Cost _____
	7.-Wattles	Cost _____
	<b><u>Total Cost (Base Bid)</u></b>	_____

### Unit Pricing

4" remove and replace (w/top rail)	\$ _____ (per l.f.)
4" remove and replace (w/top & bottom rail)	\$ _____ (per l.f.)
6" remove and replace (w/top, bottom & mid rail)	\$ _____ (per l.f.)
8" remove and replace (w/top, bottom & mid rail)	\$ _____ (per l.f.)
4" new installation (w/top rail)	\$ _____ (per l.f.)
4" new installation (w/top & bottom rail)	\$ _____ (per l.f.)
6" new installation (w/top & bottom & mid rail)	\$ _____ (per l.f.)
8" new installation (w/top, bottom & mid rail)	\$ _____ (per l.f.)

### Labor Rates

Foreman \$ \_\_\_\_\_/Hr

Laborer \$ \_\_\_\_\_/Hr

Materials Mark up \_\_\_\_\_%

## Bid Questions

Acknowledge receipt of Addendums: \_\_\_\_\_

Do you agree to the schedule and terms of the schedule? ☐Yes ☐No

Bid Bond included? ☐Yes ☐No

Familial Disclosure Affidavit included? ☐Yes ☐No

Iran Linked Business Affidavit included? ☐Yes ☐No

Please state your warranty: \_\_\_\_\_

State any prompt payment terms: \_\_\_\_\_% \_\_\_\_\_ days.

Do you conduct background checks on your employees? ☐Yes ☐No

Are you on the Excluded Parties List, which excludes you from receiving Federal Contracts or certain sub contracts, pursuant to the provisions of 31 U.S.C. 6101, note E.O. 12549, E.O. 12689, 48 C.F.R. 9.404?  
☐Yes ☐No ☐Unknown

Provide your DUNS number, if you have one: \_\_\_\_\_

At least three (3) references with contact person:

Company: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Company: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Company: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_



## SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT

### FAMILIAR DISCLOSURE AFFIDAVIT

The undersigned, the owner or authorized office of the below-named contractor (the 'Contractor'), pursuant to the familial disclosure requirement provided in Troy Schools Request for Proposal, hereby represents and warrants that, excepts as provided below, no familial relationship exists between the owner or key employee of the Contractor, and any member of the Troy School Board or the Troy School Superintendent. A list of the School District's Board of Education Members and its Superintendent may found at <http://www.troy.k12.mi.us>.

List any Familial Relationships:

**Contractor:**

\_\_\_\_\_  
Print Name of Contractor

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

Its: \_\_\_\_\_

Subscribed and sworn before me, this \_\_\_\_\_

Seal:

day of \_\_\_\_\_, 20 \_\_\_\_, a Notary Public

in and for \_\_\_\_\_ County, \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_

## CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012

The undersigned, the owner, or authorized officer of the below-named Company, pursuant to the compliance certification requirement provided in Troy School District's Request For Proposal, the "RFP", hereby certifies, represents, and warrants that the Company and its officers, directors and employees, is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by Troy School District as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of Troy School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

### Contractor:

\_\_\_\_\_  
Print Name of Contractor

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

Its: \_\_\_\_\_

Subscribed and sworn before me, this \_\_\_\_\_

Seal:

day of \_\_\_\_\_, 20 \_\_\_\_, a Notary Public

in and for \_\_\_\_\_ County, \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_

## ***ADDENDUM***

### **"SPECIFICATIONS & MAPS"**

BUILDING	ADDRESS	Specs
Athens high School	4330 John R - Troy MI 48085	
	Map A - #1	Remove approx 317 lf of 8' high fence fabric/line post. Replace with approx 317lf of guard rail and post
	Map A - #2	Remove approx 104lf of 8' high fence fabric/top/middle rail including (1) 12'x8' double drive thru gate. Replace fabric including top,middle,bottom rail and switch back walk thru gate and 12'x8' double drive gate
	MATERIAL SPECS BELOW	Please match existing post, rail & fabric sizes to existing. Guard Rail - Steel I Beam Posts 12'6" on center, guard rail posts to be driven into ground
Larson Middle School	2222 East Long Lake Rd - Troy, MI 48085	
	Map B - #1	Remove approx 24lf of 4' high fence/line post and (1) 14'x4' drive thru gate. Replace with 22lf of 4' high fence with line post,top,bottom rail and (1) 16'x4' drive double thru gate
	MATERIAL SPECS BELOW	Please match existing post, rail & fabric sizes to existing.
Barnard Elementary	3601 Forge - Troy, MI 48083	
	Map C-#1	Remove approx 170lf of 4' high green vinyl coated fence/line post and (1) 6'x4' walk thru gate. Replace approx 170lf of 4' high green vinyl coated fence/linepost with top, bottom rail and (2) 6'x4' walk thru gates
	MATERIAL SPECS BELOW	Please match existing post, rail & fabric sizes to existing.
Leonard Elementary	4401 Tallman Dr - Troy, MI 48085	
	Map D - #1	Remove approx 120lf of 4' black vinyl coated fence/line posts. Replace approx 135lf of 4' black vinyl coated fence/line post with top and bottom rail. Setback 15' from original location and tie into existing fence. Install 4' length of guard rail with post in front of exposed parking lot light.
	Map D #2 Baseball backstop/line fence	Complete removal of existing backstop. Install (2) baseline fences, each 70lf x 10' high
	MATERIAL SPECS BELOW	with top,middle/bottom rail and 3' walk thru opening between baseline fence and backstop.Install backstop of (3) panel type 16'high x 20' wide (total 60lf x 16 high) with rails at the bottom and every 4' to the top, including foul ball deflector, a total of 60lf x 6 high arched away from upright panels with top/middle/bottom support rails
Martell Elementary	5666 Livernois - Troy, MI 48098	
	Map E -#1	Remove approx 208lf of 4' high fence/line post. Replace with approx 195lf of 4' high fence/line post with top, bottom rail, ending at the southwest corner of the stone storage shed
	MATERIAL SPECS BELOW	Please match existing post, rail & fabric sizes to existing.

Troy Union Elementary	1340 East Square Lake Rd - Troy, MI 48085	
	Map F - #1	Install approx 225lf of 4'high fence/line post with top,bottom rails and (1) 4'x4' walk thru gate. Remove approx 16lf of 4' high fence in northwest corner of kdg playground fence and install (1) 16'x4' double drive thru gate
	<b>MATERIAL SPECS BELOW</b>	Please match existing post, rail & fabric sizes to existing.
Wattles Elementary	3555 Ellenboro - Troy, MI 48083	
	Map G - #1 Baseball backstop/line fence	Complete removal of existing backstop. Install (2) baseline fences, each 70lf x 10' high
	<b>MATERIAL SPECS BELOW</b>	with top,middle/bottom rail and 3' walk thru opening between baseline fence and backstop.Install backstop of (3) panel type 16'high x 20' wide each(total 60lf x 16 high) with rails at bottom and every 4' to the top, include (3) foul ball deflector, a total of 60lf x 6 high arched away from upright panels with top/middle/bottom support rail.
	<b>BACKSTOP MATERIAL SPECS:</b>	
	Gauge of fabric	Baseline/backstop/wing panels: 2' mesh 9 gauge fabric Bottom of backstop: 2' mesh 6 gauge fabric
	Gauge/schedule/size line post	F1043 Group 1C 40 weight post and framework 3" line post/4" terminal post set in concrete
	Rail size	1 5/8"
	Gauge/schedule/size backstop post	F1043 Group 1C 40 weight post and framework 3" line post/4" terminal post set in concrete
	Rail size	1 5/8"
	Wing panel attachment	Truss rod assemblies















--- Replace

— Remove









## Addendum 1

Project: **RFP 9928 Fencing Replacement District-Wide - Addendum 1**

Bid Due date: Wednesday, May 26, 2021 at 1:00 PM (unchanged)

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This Addendum is issued as modifications to the Bid previously issued to provide clarifications to the scope of work. This Addendum supersedes the original Bid. This along with the Bid becomes the bid documents.

**On the proposal forms, page 15, 'Unit Pricing', please base the unit pricing on a quantity of 1000 L. F.**

1. Page three indicates this is a 3-year contract for removal and replacement of concrete. not sure if that was supposed to be there?

Answer - This was a typing error and should read 'Fence Replacement Installation.'

2. Also, with steel prices the way they are, increase every couple weeks, how are we to maintain these prices? Will we be able to have an escalation clause?

Answer - Yes, please propose an escalation amount as a voluntary alternate (below the bid form unit and labor pricing).

3. Lastly, the start date of June 23 and completion September 4, or final December 1. Is that the dates for all work required? or is this like the concrete wording, extending into multiple years?

Answer - The start date of June 23, 2021 and completion date of September 4, 2021 and December 1, 2021 are specifically for the identified "Base Bid" work listed.

4. Steel prices are extremely volatile right now, prices are going up every 1-2 weeks. It is impossible to predict steel costs beyond this summer. Is it possible to just bid the defined work for 2021?

Answer - Yes, you can bid the work for 2021 only however, please still fill out the unit pricing and labor rates for additional work TBD for the 2021 year.

You can also provide an escalation rate for District to evaluate for the additional years.

Please indicate on the bid form the extent of your intention (2021 only or all with voluntary escalation % rate).

END

**RFP 9928 Fencing Replacement and Installation District -Wide  
Tabulation**

<b>Vendors</b>	<b>Action Traffic Maintenance</b>	<b>Future Fence Company</b>	<b>RMD Holdings, Ltd. dba Nationwide Construction</b>
<b>Base Bid</b>			
<i>Cost per Location</i>			
Athens	\$17,000.00	\$25,292.00	\$18,794.00
Larson	\$3,500.00	\$6,454.00	\$3,110.00
Barnard	\$8,700.00	\$14,587.00	\$11,563.00
Leonard	\$35,200.00	\$67,044.00	\$41,968.00
Martell	\$10,200.00	\$11,851.00	\$9,773.00
Troy Union	\$9,200.00	\$13,999.00	\$10,235.00
Wattles	\$30,200.00	\$37,880.00	\$34,090.00
<b>Totals</b>	\$114,000.00	\$177,107.00	\$129,533.00
<b>Unit Pricing</b>			
<i>Cost per Linear Foot based on 1,000</i>			
4" Remove and Replace (w/top rail)	\$23.50	\$45.00	\$31.45
4" Remove and Replace (w/top and bottom rails)	\$26.00	\$50.00	\$36.55
6" Remove and Replace (w/top, bottom and mid rails)	\$30.00	\$60.00	\$48.00
8" Remove and Replace (w/top, bottom and mid rails)	\$32.00	\$75.00	\$53.75
4" New Installation (w/top rail)	\$19.00	\$30.00	\$25.25
4" New Installation (w/top rail and bottom rails)	\$22.00	\$35.00	\$30.25
6" New Installation (w/top, bottom and mid rails)	\$25.00	\$45.00	\$41.75
8" New Installation (w/top, bottom and mid rails)	\$27.00	\$60.00	\$47.50
<b>Labor Rates</b>			
Forman - per hour	\$115.00	\$81.90	\$66.25
Labor - per hour	\$110.00	\$72.75	\$56.00
Materials mark-up %	15%	10%	34%