



Rochester Community Schools
Purchasing Department

Request for Proposal

Date:	February 2, 2023	Project:	Playground Fencing Improvements:
Project Number:	23.04		

Response Due Date and Time:	February 22, 2023 at 2:00 p.m. Local Time
Submit Response to:	All proposals, required forms, and pricing shall be submitted electronically on BidNet Direct (https://www.bidnetdirect.com)
Submit Questions to:	Requests for clarification shall be submitted through BidNet Direct and all responses will be released as addendum within the online posting.
Description of Procurement:	Playground Fencing Improvements

Estimated Project Timeline:

Notice of Advertisement in Local Newspaper:	January 26, 2023
Release of RFP:	February 2, 2023
Site Walk-through and Pre-Bid Meeting:	None
Online Requests for Clarification Deadline:	February 15, 2023 at 5:00 p.m. Local Time
Release of Addenda with RFC Answers:	February 17, 2023
Bid Due Date:	February 22, 2023 at 2:00 p.m. Local Time
Bid Opening and Public Reading:	February 22, 2023 at 2:00 p.m. Local Time located at 52585 Dequindre Road, Rochester, MI 48307
Anticipated Board of Education Bid Award:	March 13, 2023
Project Completion Date:	August 11, 2023

→Notice: The right to modify the project timeline is held by Rochester Community Schools in absolute discretion.

Objective:

Rochester Community Schools, known herein as "Owner", seeks proposals from qualified firms to provide fencing to enhance the safety for the playground areas.

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Information to Bidders

Overview

Rochester Community Schools, known herein as “Owner”, seeks proposals from qualified for the installation of artificial turf playground surfacing and vinyl coated chain link fencing located at the following 9 buildings.

- **Baldwin Elementary School:** 4325 Bannister, Rochester Hills, MI 48306
- **Delta Kelly Elementary School:** 3880 Adams Road, Oakland Twp., MI 48363
- **Hamlin Elementary School:** 270 W. Hamlin Road, Rochester Hills, MI 48307
- **Hampton Elementary School:** 530 Hampton Circle, Rochester Hills, MI 48307
- **Hugger Elementary School:** 5050 Sheldon, Rochester Hills, MI 48306
- **Long Meadow Elementary School:** 450 Allston, Rochester Hills, MI 48309
- **McGregor Elementary School:** 1101 W. First Street, Rochester, MI 48307
- **Musson Elementary School:** 3500 Dutton, Rochester Hills, MI 48306
- **Caring Steps Childcare Center:** 3838 N. Rochester, Oakland Twp. 48306

Project Purpose and Expectations

To enhance safety and security at the playground areas, the district is looking to provide additional fencing around the listed playground areas at the aforementioned locations. Refer to scope contained herein.

Timeline

The expected timeline is as follows:

<u>Estimated Project Timeline:</u>	
Notice of Advertisement in Local Newspaper:	January 26, 2023
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Scope

The scope of the project is to provide new fencing that will be installed to secure playground areas as listed in this Request for Proposal. Scope varies from location to location and can include removing or reworking existing fencing and or providing and installing new or relocated gates. This may include either chain link fencing or aluminum

fencing. **Note: Scope includes patching all areas affected by either the new installation or the removal of existing fencing. This patching would include, but is not limited to lawn areas, concrete areas, brick, etc.** Refer to scope descriptions below as well as shown and described in Attachment 'A' in conjunction with the 'Chain Link Fencing Specifications' contained in this Request for Proposal. **It will be the responsibility of the awarded contractor to verify scope and field measurements with the Owner prior to ordering material.**

SCOPE by LOCATION

Refer to **Attachment 'A'** for aerial photos of each site showing the location of new fencing as follows.

1. Baldwin Elementary School

- a. Provide and install 70 lineal feet of new aluminum fencing to match and tie into the existing bronze tone \ black fencing to completely enclose the existing Pre-K playground area. Provide a 48" wide gate for pedestrian access.
- b. Provide and install 10 lineal feet of new of chain link fencing. New galvanized chain link fencing to connect to the building and tie into the exiting chain link fencing. Provide and install a 48" wide gate for pedestrian access.
- c. Remove and replace 340 lineal feet of existing chain link fencing along Collins Road. Provide and install 2 gate openings. One gate to be 48" wide and the other to be a double gate to provide a 84" opening. New fencing to be black vinyl coated chain link fencing. Tie new fencing into the existing fencing in two locations.

2. Delta Kelly Elementary School

- a. Provide and install 370 lineal feet of fencing to enclose the southwest playground area. New fencing to be 48" high vinyl coated chain link fencing. Provide two gate entrances. One 48" wide gate for pedestrian access and one double gate providing an 84" wide opening for maintenance equipment access.

3. Hamlin Elementary School

- a. Provide and install 205 lineal feet of fencing to enclose an area east of the existing playground. New fencing to be 48" high black vinyl coated chain link fencing to match existing. Tie new fencing into the existing fencing in two locations.
- b. Remove 77 lineal feet of existing chain link fencing running north \ south on the east end of the existing playground.

4. Hampton Elementary School

- a. Provide and install 51 lineal feet of 48" high black vinyl coated chain link fencing between two sections of the building to enclose a courtyard area. Provide a double gate that will allow one section to be opened at 48" for pedestrian traffic and the

other 48" wide gate adjacent to that to allow the gate opening to be 84" wide to allow mowing and maintenance equipment access.

- b. Remove 400 lineal feet of existing 48" high chain link fencing and posts. Provide and install 400 lineal feet of new 48" high black vinyl coated chain link fencing. Provide and install two (2) 48" wide gates in the new fencing. Gate locations to be determined in field.

5. Hugger Elementary School

- a. Provide 770 lineal feet of fencing to enclose playground area. New fencing to be 48" high black vinyl coated chain link fencing. Provide three gate entrances. Two, separate 48" wide gates for pedestrian access at the two sidewalk areas and one double gate providing a 84" wide opening for maintenance equipment access.

6. Long Meadow Elementary School

- a. Provide and install 370 lineal feet of fencing to partially enclose the playground area. New fencing to be 48" high vinyl coated chain link fencing. Tie one section of the new fencing into the existing fencing.
- b. Remove approximately 82 lineal feet of existing chain link fencing.

7. McGregor Elementary School

- a. Provide and install 175 lineal feet of new fencing. New fencing to be 48" high black vinyl coated chain link fencing.

8. Musson Elementary School

- a. Provide and install 402 lineal feet of fencing to enclose a larger area of the existing playground. New fencing to be 48" high black vinyl coated chain link fencing to match existing. Tie new fencing into the existing fencing in two locations. Relocate two existing gates removed from an existing section of fencing.
- b. Remove 88 lineal feet of existing chain link fencing, including 2 48" wide gates.

9. Caring Steps Childcare Center:

- a. Provide and install 100 lineal feet of fencing to enclose an area east of the existing playground. New fencing to be 48" high black vinyl coated chain link fencing to match existing. Tie new fencing into the existing fencing.
- b. Remove 70 lineal feet of existing chain link fencing running north \ south on the east end of the existing playground.

Unit Pricing

Please submit the following unit pricing for additions or subtractions to the amount of actual fencing installed:

- 48" high, vinyl coated chain link fencing/lineal foot
- 48" wide x 48" high vinyl coated chain link gate
- Double 48" wide x 48" high vinyl coated chain link gate (84" wide opening)

CHAIN LINK FENCING SPECIFICATIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section is a part of the entire set of Contract Documents and shall be coordinated with the applicable provisions of the other parts.
- B. Related Sections:
 - 1. Section 03 3010 Portland Cement Concrete

1.2 SCOPE

- A. The work under this section of the specifications shall consist of furnishing all labor, materials and equipment necessary for a new black vinyl chain-link fence system as indicated herein and on the Contract Documents. Work shall include but not limited to footings, posts, fabric, rails, gates and all related hardware.
- B. Furnishing and installation of black vinyl fencing is to the 4' and 12' fencing at the tennis courts.

1.3 QUALITY ASSURANCE AND WARRANTY GUARANTEE

- A. American Society for Testing and Materials (ASTM):
 - 1. ASTM A53 – Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
 - 2. ASTM A90 – Standard Test Method for Weight (Mass) of Coating on Iron and Steel Articles with Zinc or Zinc-Alloy Coatings
 - 3. ASTM C94 – Standard Specification for Ready-Mixed Concrete
 - 4. ASTM A153 – Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
 - 5. ASTM F626 – Standard Specification for Fence Fittings
 - 6. ASTM F668 – Standard Specification for Polymer Coated Chain-link Fence Fabric

7. ASTM F900 – Standard Specification for Industrial and Commercial Swing Gates
8. ASTM F934 – Standard Practice for Standard Colors for Polymer Coated Chain-link
9. ASTM F1043 – Standard Specification for Strength and Protective Coatings on Steel Industrial Chain-link Fence Framework
10. ASTM F1083 – Standard Specification for Pipe, Hot-Dipped Zinc-Coted (Galvanized) Welded, for Fence Structures

- B. Weights and tolerances to conform to Federal Specification RR-F-191G dated January 25, 1974.
- C. The Contractor and any Sub-Contractor hereunder guarantee their respective work against defective materials or workmanship for a period of one (1) year from the date of filing Certificate of Substantial Completion and as accepted by the Owner.
- D. All material installed under this specification shall be subject to testing by the Owner. Any material so inspected and found to be not in strict conformance with this specification shall be promptly removed and replaced by the Contractor at his expense.

1.4 SUBMITTALS

- A. Shop drawings showing plan layout, spacing of components, post foundation dimensions, hardware, gates and schedule of components.
- B. Product Data: Submit product data on fabric pattern, posts, accessories, fittings and hardware.
- C. Samples: Color selection for vinyl finishes. If requested, samples of materials (e.g., fabric, wires, and accessories).
- D. Mill Certificates conforming to ASTM F1043 (06), Part 8.1.4 – Adhesion Testing
 1. Test Results shall be provided before material is shipped to site.
 2. Minimum (3) random tests for each post size specified.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in the manufacturing of products specified in this section with a minimum of ten (10) years' experience
- B. Installer: Company specializing in performing work of this section with a minimum of five (5) years experienced. Must have a minimum of two in-house fence installation crews.

1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify layout information for chain-link fences and gates. Verify dimensions by field measurements.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver fence fabric and accessories in packed cartons or firmly tied rolls.
- B. Identify each package with manufacturer's name.
- C. Store fence fabric and accessories in a secure and dry place.

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which Installer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 2. Warranty Period: 15 years from date of Substantial Completion

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Framework, posts, rails, fabric and fittings for chain-link fence system shall be manufactured and supplied by:
 - 1. Merchants Metals – Color Bond
Product: Phone: (888) 260-1600
 - 2. Other if approved by Owner

2.2 VINYL CLAD CHAINLINK FENCE

- A. This specification covers chain link fabric made from galvanized steel wire which has been coated with polyvinyl chloride compound hereinafter designated as "vinyl." The base metal shall be steel of such quality and purity that, when drawn to the size of wire specified and coated with vinyl, the finished fencing shall be of uniform quality and have the properties and characteristics as prescribed in the specification. Wire used for the manufacture of this fabric shall be capable of being woven into fabric without the vinyl coating voiding, cracking or peeling. Vinyl shall be plasticized and thoroughly compounded.

- B. Thermal Fused Vinyl: The thermally fused vinyl coated wire shall consist of vinyl thermally fused to primed zinc coated wire. The zinc coating shall be in accordance with ASTM A641, .30 oz. per square foot. The vinyl adhesion shall be greater than the cohesive strength of the vinyl material itself.
- C. Physical Properties of Coating
1. Accelerated Aging: PVC coated wire from which the fabric is woven shall withstand exposure for 1000 hours without failure at a black panel temperature of 145°F, Type BH apparatus described in ASTM G155 shall be used for the test. The product shall be construed to have failed the test if:
 - a. The wire fails to withstand the Mandrel Bend Test described below.
 - b. Shrinkage of the PVC coating is greater than 1/16" per foot of wire.
 - c. There is a significant change in color or gloss of the PVC surface as determined by visual inspection.
 2. Mandrel Bend Test: PVC coated wire when subjected to a single bend at -20°F around a mandrel no larger than ten times the diameter of the wire shall not exhibit breaks or cracks in the PVC coating. The Mandrel Bend Test shall be performed on an individual piece of wire removed from the fabric. This specimen may be any length of wire over 12" and shall include both bends and straight sections, but shall not include either twists or knuckles.
 3. Color of Coatings:

<u>Hue:</u>	Black
<u>Tolerance:</u>	2.0 G
<u>Value:</u>	3.02
<u>Chroma:</u>	2.35
- D. Workmanship: Vinyl coated chain link fabric shall be produced by methods recognized as good commercial practices. Careful inspection shall be made to determine the quality of vinyl coating. Coatings not free from pinholes, bubbles or voids, rough or blistered surfaces shall provide a basis for rejection. An apparent mismatch of color readily discernible by visual inspection shall be cause for rejection.
- E. Weight of Zinc Coating: The weight of coating shall be determined on individual

pieces of wire removed from the fabric. The specimens may be of any continuous length of 12 inches, but preferably about 24 inches long. The weight of coating shall be determined in accordance with tests for weight of coating described in ASTM A90. The weight of zinc coating shall be determined after removing the vinyl coating from the fabric.

2.3 VINYL CLAD FRAMEWORK

- A. General: The framework consists of all line, corner, terminal posts, horizontal rails and gate frame materials which shall be coated with a polyvinyl chloride coating 10 to 12 mils in thickness over galvanized steel or aluminum. These surfaces shall be thermally fused to the metal surface with an appropriate sured primer. The PVC shall be plasticized and thoroughly compounded so that all pigments, stabilizers and other ingredients are fully dispersed.
- B. Color of Framework: The color of framework shall match the fabric.
- F. Fabric: The wire used in the vinyl coated fences shall possess a minimum breakload of 850 pounds. The coated size of the thermally fused vinyl fence wire shall be 9-gauge core, 8-gauge finish (Class 2B). For general chain-link fencing, vinyl coated fabric shall be woven to form a 2" mesh. For tennis court fencing, vinyl coated fabric shall be woven to form a 1-3/4" mesh. The size of mesh shall be determined by measuring the minimum clear distance between the wires forming the parallel sides of the mesh, measured in either direction. The tolerance in the size of mesh shall be +/- 1/8" inch. The thickness of the vinyl coating shall be 0.007".
- C. Framework Materials: Framework materials shall be, before coating with PVC, either Type I Schedule 40 pipe with 1.8 ounce per square foot zinc coating before resin coating, or Type II pipe manufactured from steel conforming to the Standard Specification for Black and Hot-Dipped Zinc Coated (Galvanized) Welded and Seamless Steel Pipe for Ordinary Uses, ASTM A53; or TYPE II pipe manufactured from steel conforming to ASTM A1011, Cold-Rolled, Electric welded and Triple Coated with 1.0 ounce, +/- 0.1 ounce zinc per square foot. The internal surface shall have corrosion protection by a zinc-rich based organic coating with 87% minimum zinc powder loading, with the capability of withstanding 350 hours when subjected to Salt Spray Test ASTM B117, with a 5% minimum Red Rust.
- D. Line Posts: Shall be one of the following vinyl coated materials: Type I, 2.375" O.D. round steel posts weighing 3.65 lbs. per lineal foot; or, alternately, Type II 2.375" O.D. round steel pipe weighing 2.78 lbs. per foot or roll-formed "c" section posts measuring 2.25 inches by 1.70" weighing 2.73 lb. per lineal foot. Posts shall not be splice welded in such a manner that the weld appears above the grade line. The chain link fabric shall be tied to the line posts with vinyl coated clips or tie wires with

a minimum steel diameter of 0.132" and spaced on 15" maximum centers.

- E. Terminal and Gate Posts: Terminal and gate posts shall be one of the following vinyl coated materials: two and one-half inch (2 1/2") square tubing weighing 5.10 lbs per lineal foot, or alternately, Type I, 2.875" OD steel round posts weighing 3.66 lbs. per lineal foot, or Type II 2.875" OD steel round posts weighing 4.64 lbs per lineal foot. Posts shall not be splice welded in such a manner that the weld appears above the grade line.
- F. Terminal and Gate Post Fittings: Terminal and gate post fittings, including tension bands, brace connections and top rail connections, shall be 14 gauge, hot-dipped galvanized, cold-rolled, carbon steel. Top rail, brace and truss bands shall not be less than 3/4" wide, secured by 5/16" diameter carriage bolts. Tension bars shall not be less than 2" shorter than the nominal height of the fabric with which they are to be used. One tension bar shall be provided for each end and gate post, and two for each corner and pull post.
- G. All fixed component parts such as post tops, bands, connectors, and rail ends shall be vinyl coated on visible surfaces of a color to match the fabric and framework. Non-visible portions of parts may be uncoated in the case of aluminum components. Non-visible portions of steel or iron components not vinyl coated must be coated with zinc as per ASTM A153. All hardware shall come vinyl coated or shall be coated in the field with a vinyl base compound after installation. Aerosol spray paint to match the color of vinyl fencing will not be accepted.
- H. Top, Brace and Bottom Rail: Top, brace, and bottom rails (where applicable) shall be vinyl coated Type I, 1.660" O.D. round steel pipe weighing 2.27 lbs. per lineal foot, or Type II, 1.660" O.D. round steel pipe weighing 1.59 lbs. per lineal foot. An outside sleeve type coupling measuring not less than 6" in length shall be provided at each interval of twenty-one feet. The chain link fabric shall be tied to the rails at intervals of 24" with vinyl clad tie wires, 13 gauge for double wrap ties or 9 gauge for single wrap ties. Intermediate rails shall be fastened between posts with vinyl clad boulevard type connectors or bands and rail end caps. The terminal ends of all top, bottom, mid and bracing rails shall utilize boulevard hardware that prevents insects from gaining access into top rails.
- I. Bottom Tension Wire: Bottom tension wire shall be No. 6 gauge galvanized steel coil, vinyl coated tension wire, high carbon or hard drawn, Class II, Aluminum Coated, fastened to the chain link fabric at intervals of twenty-four inches (24") with No. 11 gauge galvanized steel hog rings.
- J. Brace Rail for Terminal and Gate Posts: Vinyl coated terminal and gate posts shall be strengthened and reinforced by vinyl coated braces meeting the same specifications as above. Braces shall be installed midway between top rail and court surface and

extend from each terminal post to the first adjacent line post. Braces shall be securely fastened to posts by vinyl coated heavy pressed steel connections and also be trussed from line post back to terminal post with a 5/16" vinyl coated round truss rod complete with tightening turnbuckle.

- K. Posts Spacing and Settings: Line and terminal posts shall be set in concrete foundations not less than 12" in diameter and not less than 42" in depth. The concrete shall have a design mix of 3500 PSI. For general chain-link fencing, spacing of posts in the line of fence shall be uniform and no more than ten-feet (10') apart. For tennis court chain-link fencing, spacing of posts in the line of fence shall be uniform and no more than eight-feet (8') apart. The smaller side of a "C" post shall be touching the chain link fabric and all open slots shall be facing in the same direction.
- L. Post Tops: Tops of line posts shall be of a vinyl coated steel or aluminum casting capable of providing a through passage for top rail. Terminal post tops shall be of a vinyl coated steel or aluminum casting and be designed so as to exclude all moisture from the terminal post. Post caps at terminal posts shall be securely fastened to prevent removal.
- M. Gates: Gate openings shall not be less than 4 feet wide. Location to be determined in the field. Frame shall be assembled from vinyl coated 2" square aluminum, alloy 6063-T6 or 6061-T6, weighing 0.940 lbs. per foot, Type I pipe weighing 2.72 lbs. per foot, or Type II, 1.90" O.D. round steel pipe weighing 2.28 lbs. per foot. Gate frames shall be welded or alternately shall utilize corner fittings of compressed or riveted type. A diagonal truss rod not less than 5/16" diameter shall be used on frames utilizing corner fittings. Color of the gate frame materials shall match the fence framework and component parts.
 - 1. Fabric matching the fence fabric shall be installed in the frame by means of tension bars and hook bolts or bands. Galvanized gate frame and gate post hinges shall be furnished of adequate strength for the gate size specified and to allow for a 180-degree swing. Gates shall be equipped with a positive strong-arm latching device that will accommodate padlocking. A plunger rod, catch and semi-automatic outer catch shall be installed on drive gates so as to secure gates in an open position. Hinges, latches and catches shall be approved by the Owner.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Examine areas and conditions, with Installer present, for compliance with requirements

for a verified survey of property lines and legal boundaries, site clearing, earthwork, pavement work, and other conditions affecting performance of the Work.

1. Do not begin installation before final grading is completed unless permitted by the Owner.
 2. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Stake locations of fence lines, gates and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks and property monuments.

3.2 INSTALLATION

- A. All posts shall be set plumb and in accordance with the following table (unless specified otherwise):

1. Corner/Terminal and Bracing Post - General Fence

Fabric Height	Post Depth	Diameter of Foundation	Foundation Depth	Maximum Spacing
0' - 6'-0"	36"	12" min	42"	10'-0"
6'-1" - 12'-0"	36"	12" min	42"	10'-0"

2. Corner/Terminal and Bracing Post – Tennis Court

Fabric Height	Post Depth	Diameter of Foundation	Foundation Depth	Maximum Spacing
0' - 6'-0"	36"	12" min	42"	8'-0"
6'-1" - 12'-0"	36"	12" min	42"	8'-0"

3. Line posts shall be pneumatically driven into the ground using the following chart*:

Fabric Height	Pipe Below Grade	Total Length of Post
4'	4'	8'
6'	5'	11'
8'	6'	14'
10'	7'	17'
12'	8'	20'

- B. Post Excavation: Core drill asphalt to expose subgrade. Auger or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.
- C. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
1. Verify that posts are set plumb, aligned and at correct height and spacing, and hold position during setting with concrete or mechanical devices.
 2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate

or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.

- D. Fence posts shall be installed with maximum 6 inches clear opening from end posts to buildings, fences, property lines or other structures.
- E. Install gates level, plum and secure for full opening without interference. Attach hardware using tamper-resistant or concealed means. Adjust hardware for smooth operation and lubricate where necessary.
- F. The fabric shall be installed on the court/playing side of posts. Bottom of fence fabric shall be 3/4" (+/-1/4") above the finished court surface. Fabric shall be furnished with selvage knuckled on both ends.
- G. Top of concrete footing shall be left down and topped with surrounding pavings as detailed. Cold patch is not acceptable.

3.3 CLEAN UP AND DISPOSAL

- A. Remove from the site all equipment, materials, and debris resulting from construction work including this section. Leave work area neat and clean and in a condition acceptable by the Landscape Architect, Owner. All work shall be complete, ready for use, at the time of final acceptance.

End of Specifications

Selection Process and Owner's Rights

The Owner reserves the following:

1. To reject any or all bids without compensation to the bidders and to waive any or all variances, irregularities, or informalities in the bid package.
2. In the event that all acceptable bids exceed the owner's budget, the Owner reserves the right to negotiate a contract with the lowest and best acceptable bidder or any other one of the acceptable bidders.
3. To select more than one vendor or brand,

The submissions will be evaluated and scored according to the following criteria:

- Qualifications & Experience
- Performance on previous RCS projects
- Price Proposal
- Availability to perform the installation to meet the requested completion date.

Award of Contract

Project is expected to be approved by the Rochester Community Schools Board of Education on March 13, 2023. Please note the project will not necessarily be awarded to the lowest bidder or lowest price. Rochester Community Schools reserves to award the project to the most qualified bidder based on the criteria noted.

Bid Due Date and Proposal Submission Requirements:

1. All proposals, required forms, and pricing shall be submitted electronically on BidNet Direct (<https://www.bidnetdirect.com>) **no later than 2:00 p.m., local time, February 22, 2023** (the "Due Date".) No oral, telephonic, or facsimile proposals will be considered.
2. RCS will not consider or accept any late Bids received after the Due Date specified within the RFP. It is the sole responsibility of the Bidder to ensure their proposal is entered completely and forms are uploaded on BidNet Direct before the closing date and hour indicated within the RFP. Bidders shall plan ample time to respond to all requirements and input all requirements. RCS is not responsible for any delivery delays.

Qualification of Bidder

1. The Owner reserves the right to request qualification information from any bidder before issuing documents, receiving bids or awarding a contract. The Owner may, at its sole discretion, accept or reject bidders as qualified. The right to waive any informalities in qualification materials is reserved by the Owner. The Bidder, in submitting his/her bid, agrees to accept the decision of the Owner as final.
2. The submitters shall provide full disclosure of all existing client relationships that currently or prospectively may give rise to conflicts of interest and disqualification as governed by the codes of rules of professional responsibility and conduct.

Sole Bidder

1. It is the Owner's intent that this Request for proposals, permits competition. It shall be the bidder's responsibility to advise the Owner, in writing, if any language, requirements, scope specifications, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this Proposal, to a single source. Owner shall receive such notification no later than five (5) days prior to the date set for acceptance of bids.
2. If only one bid is received in response to this invitation to bid, a cost/price analysis and evaluation and/or audit shall be performed of the cost proposal in order to determine if the price is fair and reasonable.
3. The Owner reserves the right to cancel the bid, or reschedule the bid opening, if there is only one bid received. The decision by the Owner will be final.

Addenda

1. Each bidder shall ascertain prior to submitting their bid that they have received all addenda issued.

2. Addenda notices will be sent to all who are known by the Owner to have a set of contract documents. Copies of addenda will be made available for inspection wherever contract documents are on file for that purpose.

Bid Bond

1. Bid Bond: Bidders must submit with its Bid, bid security in the form of a Bid Bond issued by a qualified surety or certified check in an amount of five percent (5%) of the Bid ("Bid Security"). Failure to include this Bid Security with Bidder's Bid will result in the rejection of your Bid. If a Bid Bond is posted by a Bidder, it shall be from a Treasury Surety licensed to do business in the State of Michigan, and the attorney-in-fact who executes the Bid Bond on behalf of the Bidder shall attach a certified, current copy of its power of attorney. In the event a certified check is submitted, it shall be made payable to "Rochester Community Schools" The School District shall not be liable for any interest earned thereon. The Bid Security shall be forfeited as liquidated damages, and not as a penalty, if the Bidder withdraws its Bid after the Due Date for submission of Bids or, upon acceptance of its Bid by the School District, Bidder fails to execute the form of Contract acceptable to the School District, substantially evidencing and incorporating this RFP and its Bid and fails to provide the required Performance Bond and/or Payment Bond, if any, and the required insurance certificates, within fifteen (15) days of an award of a Contract to the Bidder.
2. The proposed bonding company of the bidder shall be acceptable to the Owner. The Owner shall be listed as obligated on the bond.

Sales Tax

1. Owner is exempt from all taxes. A tax exemption certificate will be issued upon request.

Method of Ordering

1. Issuance of a written purchase order by the Purchasing Department is the method of ordering product or services. All vendor invoices and packing/delivery tickets must include the purchase order number.

Payment

1. Payment to be made from Vendor's invoice, and a copy of the signed delivery invoices, submitted to cover items received and accepted during the billing period. Invoices must contain the bid number under which the contract is awarded.
2. Pricing shall be F.O.B. delivered to RCS at 52585 Dequindre Road, Rochester MI 48307, unloaded, and installed.

Familial Relationship Disclosure

1. All bidders shall provide familial disclosure in compliance with MCL 380.1267 and attach this information to the bid proposal. The bid proposal shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the bidder or any employee of the bidder, and any member of the Board of Education of the

school district, or the Superintendent of the school district. The District will not consider a bid proposal that does not include this sworn and notarized statement.

Iran Economic Sanctions Act

1. 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.

EDGAR Conflict of Interest Requirements

1. In accordance with federal EDGAR requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
2. The officers, employees, and agents of RCS may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Withdrawal or Revision of Bid Proposals

1. A bid may not be modified, withdrawn or cancelled by the bidder for ninety (90) calendar days following the time and date designated for the opening of bids, and bidder so agrees in submitting his/her bid.

Acceptance and Rejection of Bid Proposals

1. Low bid price is not always the determining factor in the awarding of the bid. Other factors considered may include, but not be limited to, the following: delivery and/or completion time, judged quality of product, past performance, inventory availability, financial stability, and references.
2. The Owner shall have the right to waive any informality or irregularity in any bid received and to accept bids which, in their judgment, are in their own best interest.
3. The Owner shall have the right to accept or reject alternates in any order or combination and to determine the apparent low bidder on this basis.

Post-Bid Information

1. After the bids are received, tabulated, and evaluated by the Owner, the apparent lowest qualified bidder(s) shall meet with the Owner at a post-bid meeting if requested by Owner.
2. The Owner reserves the right to request additional information from bidders for evaluation criteria as needed.

Nondiscrimination/Equal Opportunity

1. Rochester Community Schools is an equal opportunity/affirmative action employer and does not discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, genetic information (for employment), national origin, religion, age (for employment), disability, socioeconomic status (for programs), marital status (for programs), or veteran status (for employment) in its educational programs and its employment practices. In addition, the District is required by Title IX and 34 CFR Part 106 not to discriminate on the basis of sex in its programs, activities, or employment.
2. Under Section 504 and Title II of the Americans with Disabilities Act, Inquiries or grievances may be directed to Mr. Matthew McDaniel, Assistant Superintendent, Rochester Community Schools, 52585 Dequindre Road, Rochester, MI 48307, 248-726-3141, mmcdaniel@rochester.k12.mi.us. In addition, inquiries about the application of Title IX and its regulations to the District may be referred to the Title IX Coordinator, the Assistant Secretary of the U.S. Department of Education, or both.
3. All bidders shall ensure that employees, Contractors and applicants for employment are not discriminated against because of their race, color, religion, sex, origin, age, marital status, sexual orientation, or disability, and in conformance with local, state, and federal regulations.
4. The Contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the Owner for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of this contract, and on their request to provide evidence that it has or will comply therewith.
5. The failure of any vendor, Contractor, or subcontractor to comply with the Equal Employment Practices provisions of this contract shall be deemed to be material breach of this contract. Such failure shall only be established upon a finding to that effect by the Owner, on the basis of their own investigation. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the vendor, Contractor, or subcontractor.
6. Upon a finding duly made that the vendor, Contractor, or subcontractor has failed to comply with the Equal Employment Practices provisions of this contract, this contract may be forthwith cancelled, terminated, or suspended, in whole or in part, by the Owner, and all monies due or to become due hereunder may be forwarded to and retained by the Owner.
7. Notwithstanding any other provision of this contract, the Owner shall have any and all other remedies at law or in equity for any breach hereof.

Compliance with Laws

1. Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations,

prompt payment and licensing laws and regulations, the DAVIS-BACON ACT (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h, Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34

2. C.F.R. Parts 75-77 and 81 ("EDGAR"), mandatory standards and policies contained in the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to RCS. Vendor understands that Vendor is ineligible to receive a contract award with RCS if Vendor is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689). For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the RCS's Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by RCS, Vendor shall furnish RCS with satisfactory proof of Vendor's compliance with this provision.

Bid Proposal Form

Name of Bidder

Firm Name:	
Address:	
Telephone:	Fax:

Agreements

The undersigned understands that the Owner reserves the right to reject any and all bids and to waive informalities and irregularities in bidding.

Owner also reserves the right to withhold bids for a period of time (90 days) from bid closing date.

The Owner reserves the right to accept or reject any or all Bids in whole or in part, or to waive any informalities therein. If in the Owner opinion it is in their best interest, the contract may be awarded to other than the lowest bidder, for reason of establishing uniformity, delivery time, etc.

If award is made to us under this proposal, we agree to enter into an Agreement with Rochester Community Schools to furnish products and/or services, in strict accordance with this proposal, bid documents and all pertinent portions of plans, drawings and specifications.

Addenda

The undersigned acknowledges receipt of the following addenda:

Addendum Number:	Dated:
Addendum Number:	Dated:
Addendum Number:	Dated:

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to Rochester Community Schools, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to Rochester Community Schools, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with Rochester Community Schools.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Legal Status of Bidder

1. A Corporation organized and existing under the laws of the State of _____.
2. Name, title, and signature of individual duly authorized to execute contracts:

Name: _____

Title: _____

Signature: _____

CONTACT PERSON: _____ PHONE NO: _____

BASE BID:

Bid to furnish all labor, material, equipment and services necessary to complete the "**Playground Fencing Project**", in accordance with the Base Bid Category descriptions, including all addenda, for the amount as follows:

List the price for each school for reference: The intent is to issue all locations to a single bidder. Price breakdown is for bid evaluation purposes.

Baldwin Elementary School:	\$ _____
Delta Kelly Elementary School:	\$ _____
Hamlin Elementary School:	\$ _____
Hampton Elementary School:	\$ _____
Hugger Elementary School:	\$ _____
Long Meadow Elementary School:	\$ _____
McGregor Elementary School:	\$ _____
Musson Elementary School:	\$ _____
Caring Steps Childcare Center	\$ _____

TOTAL (BASE BID)

\$ _____

_____. Dollars

*PRICES ARE NOT TO INCLUDE ANY STATE OR LOCAL TAXES.

*PRICING GOOD THROUGH JUNE 30, 2022. PLEASE NOTE ANY EXCEPTION:

UNIT PRICING:

Provide pricing for the following for additions and deductions to the contract amount:

- 1) 48" high, vinyl coated chain link fencing: \$_____/LF
- 2) 36" wide x 48" high vinyl coated chain link gate: \$_____/Each
- 3) Double 36" wide x 48" high vinyl coated chain link gate \$_____/Each

VOLUNTARY ALTERNATES

Whenever any material or equipment is specified by patent or proprietary name or by the name of the manufacturer, such specification shall be considered as if followed by the words "or acceptable equal". The Bidder may offer material or equipment with equal or better qualities and performance in substitution for those specified which it considers would be in the Owner's interest to accept. The Bidder shall include sufficient specification data that will, together with any other data the Owner may require, enable the Owner to assess the acceptability of the material or equipment.

Voluntary Alternates:

\$_____

_____ Dollars

Description of Voluntary Alternate:

Additional Labor Charges (List, if any)

After hours labor: _____ Holidays: _____

Weekends: _____ Other: _____

FAMILIAL DISCLOSURE AFFIDAVIT OF BIDDER

The undersigned, owner or authorized officer of _____ (the bidder/contractor), pursuant to the familial disclosure requirement provided in the Request for Proposals, hereby represent and warrant, except as provided below, that no familial relationships exist between the bidder/contractor or any employee of the bidder/contractor, and any member of Rochester Community Schools Board of Education, the Superintendent and/or any Rochester Community Schools Administrator.

☐ The following are the bidder's familial relationship(s) with Rochester Community Schools:

Bidder/Contractor Employee Name Related to:

1 _____

2 _____

(Attach additional pages if necessary to disclose all familial relationships.)

☐ There is no familial relationship that exists between the bidder/contractor and/or any employee of the bidder and any member of the Rochester Community Schools Board of Education, Superintendent, or Administration.

Bidder: (Company Name)

By:

(Signature)

(Title)

This instrument was acknowledged before me, a Notary Public, in and for _____ County,
_____ on this _____ day of _____, 20____.

SS:

(Notary Public Signature)

My Commission expires: _____

Acting in the County of: _____

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 Bidder (the "Bidder"), pursuant to the compliance certification requirement provided in the Rochester Community Schools' (the "School District") Request for Bid, hereby certifies, represents and warrants that the Bidder (Including 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 Bidder is awarded a contract as a result of the aforementioned RFB, the Bidder will not become an "Iran linked business" at any time during the course of performing the Work or any service under the contract.

The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more the \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the 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 bid for three (3) years from the date that it is determined that the person has submitted the false certification.

Name of Company

Name and Title of Authorized Representative

Signature

Certification of Compliance – EDGAR CERTIFICATION FORM

The following certifications and provisions are required and apply when RCS expends federal funds for any contract resulting from this procurement process.

Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

TERMINATION FOR BREACH OF CONTRACT

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.D. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when RCS expends federal funds, RCS reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor Agree?

☐

Yes

☐

No

TERMINATION FOR CAUSE AND FOR CONVENIENCE

Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when RCS expends federal funds, RCS reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. RCS also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if RCS believes, in its sole discretion that it is in the best interest of RCS to do so. Vendor will be compensated for work performed and accepted and goods accepted by RCS as of the termination date if the contract is terminated for convenience of RCS. Any award under this procurement process is not exclusive and RCS reserves the right to purchase goods and services from other vendors when it is in RCS's best interest.

Does Vendor Agree?

☐

Yes

☐

No

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when RCS expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor Agree?

☐ Yes

☐ No

DAVIS-BACON ACT

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when RCS expends federal funds during the term of an award for all contracts and sub-grants for construction or repair, Vendor will follow all applicable Davis- Bacon Act provision.

Does Vendor Agree?

☐ Yes

☐ No

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when RCS expends federal funds, Vendor certifies that Vendor will follow all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by RCS resulting from this procurement process.

Does Vendor Agree?

☐

Yes

☐

No

RIGHTS TO INVENTIONS

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by RCS, Vendor certifies that during the term of an award for all contracts by RCS resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor Agree?

☐

Yes

☐

No

CLEAN AIR & WATER ACT

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by RCS, Vendor certifies that during the term of an award for all contracts by RCS resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor Agree?

☐

Yes

☐

No

DEBARMENT & SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by RCS, Vendor certifies that during the term of an award for all contracts by RCS resulting from this procurement process, Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor Agree?

☐

Yes

☐

No

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also

disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by RCS, Vendor certifies that during the term and after the awarded term of an award for all contracts by RCS resulting from this procurement process, the vendor certifies that it follows all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal Appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does Vendor Agree?

☐

Yes

☐

No

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 § CFR

When federal funds are expended by Rochester Community Schools for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor Agree?

☐

Yes

☐

No

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS

When federal funds are expended by Rochester Community Schools for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in

compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor Agree? ☐ Yes ☐ No

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Rochester Community Schools for any contract resulting from this procurement process, the vendor certifies that the vendor will follow mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does Vendor Agree? ☐ Yes ☐ No

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

RCS prefers domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act).

Vendor certifies that it will either (1) supply RCS with domestic end products that follow all applicable provisions of the Buy America Act; or (2) notify RCS that the products it is requesting to be installed is not in compliance with the applicable provisions of the Buy America Act.

Does Vendor Agree? ☐ Yes ☐ No

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED IN THE ATTRIVUTE SECTION FOR THE FOLLOWING:

EDGAR CERTIFICATIONS:

- Termination for Breach of Contract
- Termination for Cause and for Convenience
- Equal Employment Opportunity Clause
- Davis-Bacon Act
- Contract Work Hours and Safety Standards Act
- Right to Inventions
- Clean Air & Water Act
- Debarment & Suspension
- Byrd Anti-Lobbying Amendment
- Record Retention Requirements
- Certification of Compliance with EPA Regulations
- Certification of Compliance with the Energy Policy and Conservation Act
- Certification of Compliance with Buy America Provisions

Date

Signature of Authorized Representative

Printed Name of Authorized Represent.

Position/Title of Authorized Representative



ROCHESTER
COMMUNITY SCHOOLS

PRIDE IN EXCELLENCE

Playground Fencing Additions Attachment 'A'

January 12, 2023


An aerial photograph of Baldwin Elementary School. The school building is a large, dark-roofed structure with multiple wings. To the north of the building is a playground with various equipment. A red line indicates an existing chain-link fence running along the north side of the school. A yellow arrow points to this fence. A pink square highlights a gate area on the north side of the school. Two orange text boxes provide details about the proposed new chain-link gate and fence installation. The text is in yellow. The school name is at the bottom right in a red box.

Existing chain-link fence

Provide 10 feet of new chain-link gate and Fence to match existing fence. Install along the sidewalk \ asphalt path adjacent to the school. Tie new fence & gate into the existing fence. Provide 48" wide gate.

Enclose playground with 70 feet of new 48" high aluminum fencing Provide a single 48" gate for access. Match and tie-in the new fencing into the existing aluminum fencing Installed on the east and south sides of the playground.

Baldwin Elementary School



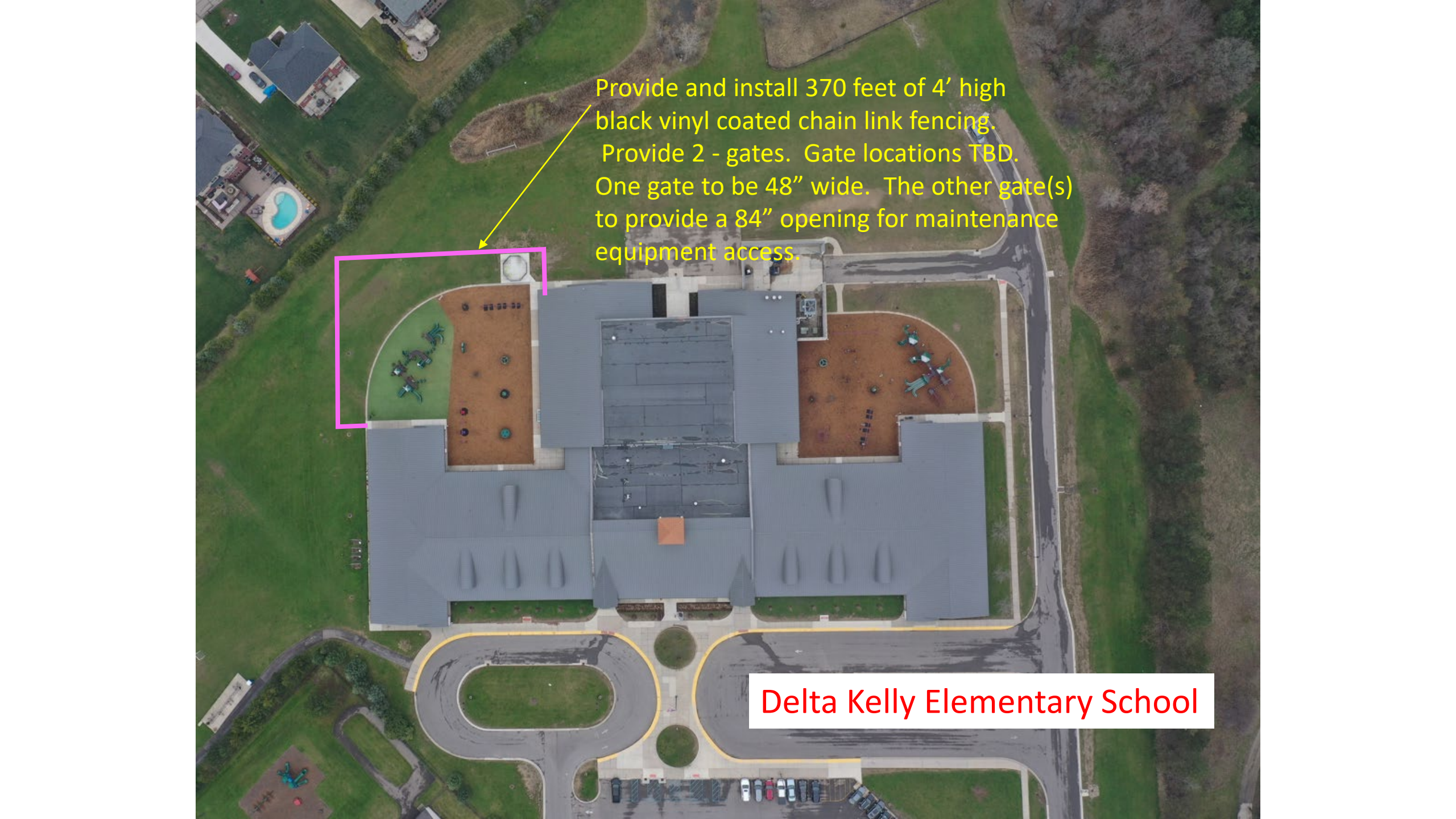
Remove and replace 340 feet of existing chain link fencing along Collins Road. Provide 2 gates: Provide a single 48" wide gate and 84" wide, double gate for equipment access. New fencing to be 48" high black vinyl coated chain link fencing.

4325 Bannister Blvd

© 2016 Google

Baldwin Elementary School

42°44'09.52" N 83°09'47.92" W elev 872 ft eye alt 1844 ft



Provide and install 370 feet of 4' high black vinyl coated chain link fencing.
Provide 2 - gates. Gate locations TBD.
One gate to be 48" wide. The other gate(s) to provide a 84" opening for maintenance equipment access.

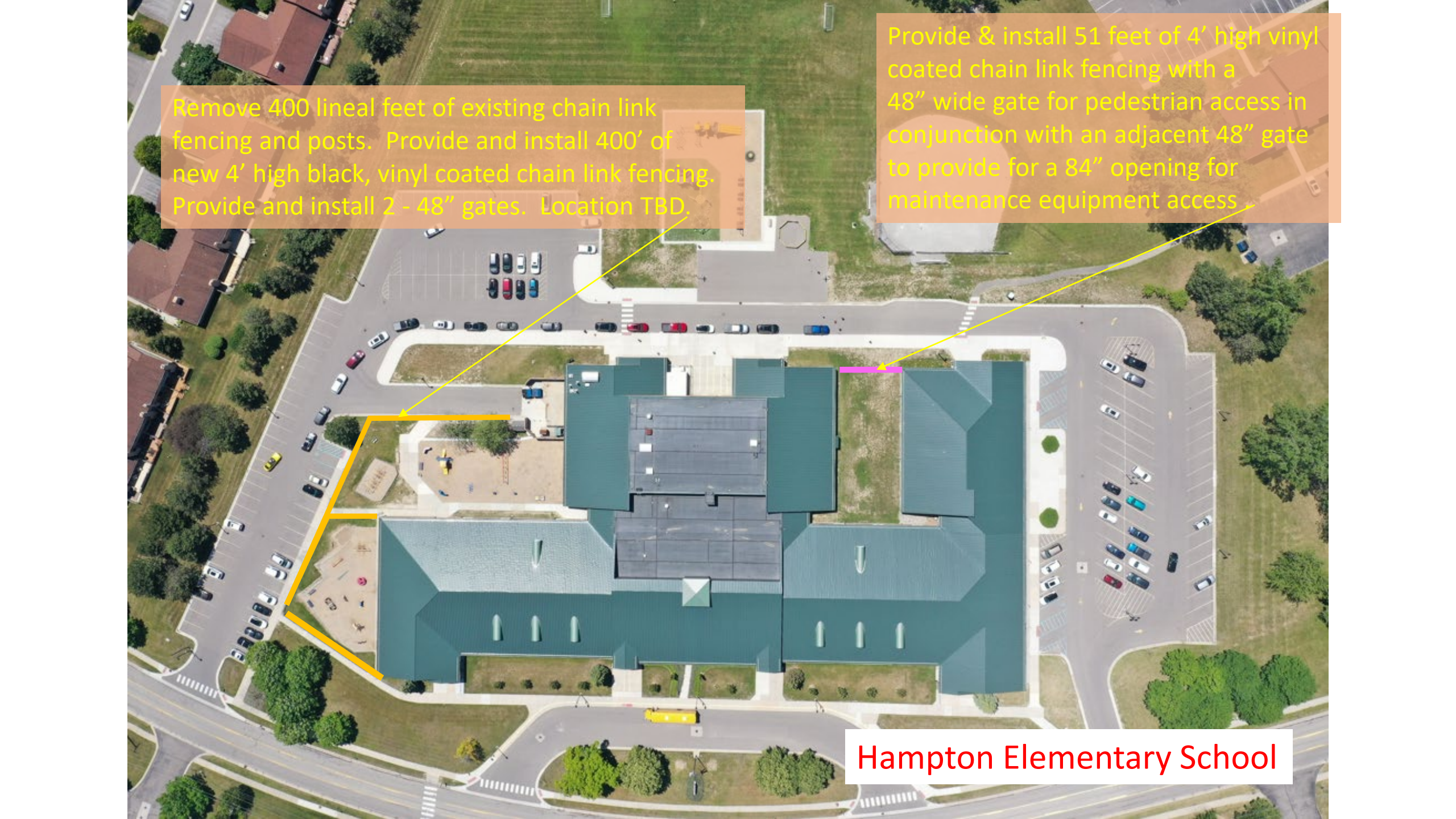
Delta Kelly Elementary School



Provide & install 205 feet of
4' high black vinyl coated chain
link fencing to match existing.
Tie new fencing into existing
fencing to enclose playground.

Remove existing
section of chain
link fencing. Fill
in areas where the
fence posts are
removed.

Hamlin Elementary School



Remove 400 lineal feet of existing chain link fencing and posts. Provide and install 400' of new 4' high black, vinyl coated chain link fencing. Provide and install 2 - 48" gates. Location TBD.

Provide & install 51 feet of 4' high vinyl coated chain link fencing with a 48" wide gate for pedestrian access in conjunction with an adjacent 48" gate to provide for a 84" opening for maintenance equipment access.

Hampton Elementary School

Provide and install 770 feet of 4' high black vinyl coated chain link fencing. Provide 3 gates: Two 48" wide gates for pedestrian access and a 84" wide gate(s) for maintenance equipment access. Gate locations TBD.

Hugger Elementary School



Provide 370 feet of 4' high black vinyl coated chain link fencing along south and west side of playground

Remove 88 feet of existing chain link fencing.

Long Meadow Elementary School



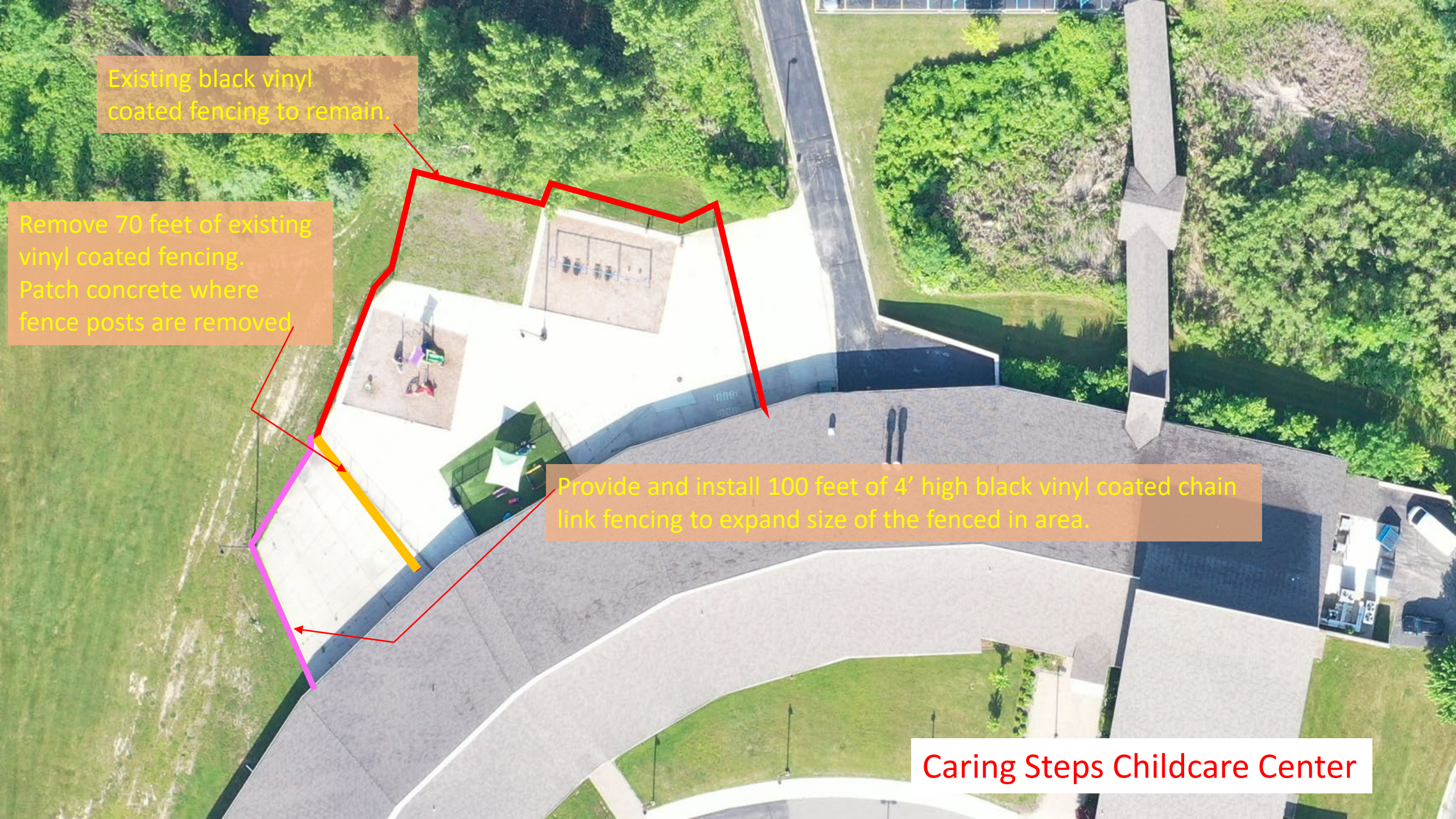
McGregor Elementary School

Provide 402 feet of 4' high black vinyl coated chain link fencing to match existing. Relocate \ reinstall existing gates from the section of the existing fencing to be removed. Tie into and match existing black vinyl coated fencing. Gate locations TBD.



Remove 88 feet of existing black vinyl coated fencing.

Musson Elementary School

An aerial photograph of the Caring Steps Childcare Center. The image shows a large building with a grey roof, a paved playground area with a sandpit and equipment, and a grassy field. A red line outlines a section of the existing black vinyl fencing. A yellow line indicates a section of the fence to be removed. A pink line shows the new 4' high black vinyl coated chain link fencing to be installed. Annotations provide details about the project.

Existing black vinyl
coated fencing to remain.

Remove 70 feet of existing
vinyl coated fencing.
Patch concrete where
fence posts are removed

Provide and install 100 feet of 4' high black vinyl coated chain
link fencing to expand size of the fenced in area.

Caring Steps Childcare Center