

7. **MATERIALS REQUIRED:** Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to

- 12. PROPER INVOICE:** Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
- Name of business concern
 - Contract number or other authorization for delivery of service or property
 - Complete description
 - Price and quantity of property or service actually delivered or executed
 - Shipping and payment terms
 - Labor Costs separate from material costs
 - Name where applicable
 - Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and other substantiating documentation of information as required by the contract
 - All invoices shall be submitted via email to APINVOICES@rhmail.org with the Company name and purchase order# referenced in the subject line
- 13. TIME OF COMPLETION:** Date of delivery shall be a consideration factor in the awarding process. The Vendor shall include with his/her Proposal delivery dates for each item as requested, and shall furnish all items in accordance with the Proposal solicitation unless an extension was granted by the District in writing.
- 14. DEFAULT:** In the event the successful contractor defaults on any part or all of his Proposal, ROCK HILL SCHOOL DISTRICT THREE reserves the right to purchase any or all of the services in default in the open market and charge the defaulting contractor for the difference of the cost. Should such charge be assessed, no subsequent proposals of the defaulting contractor shall be considered unless assessed charge has been satisfied.
- 15. DRUG-FREE WORKPLACE:** This contract is subject to the Drug Free Workplace Act if the stated or estimated value is Fifty Thousand Dollars or more. The contractor shall comply with all terms and conditions of the Drug Free Workplace Act, S. C. CODE ANN. 44-107-10 et seq. (1976 as amended), if this contract is for a stated or estimated value of Fifty Thousand Dollars or more. By signing this Proposal, you are certifying that you will comply with the Drug Free Workplace Act.
- 16. NON-APPROPRIATIONS:** Any contract entered into by ROCK HILL SCHOOL DISTRICT THREE resulting from this Request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated period.
- 17. PACKAGING AND DELIVERY:** All shipments shall be FOB: to the District location as cited on the purchase order/contract. The purchase order/contract number shall be clearly stated on the shipping container. The parties agree hereto that delivery by the contractor to the common carrier does not constitute delivery to the District. Any claims for loss or damage shall be between the contractor and the carriers.
- 18. UNIT PRICES:**

19. **PRICE ADJUSTMENT BASED ON CONTRACTOR'S COST:** Any request for price increase must be submitted to the District at least ninety (90) days prior to the renewal date unless otherwise stated. (Price increases will only become effective if approved in writing by the Procurement Services Director). The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI), All Urban Consumers (CPI-U), "Other Goods and Services" or the current market conditions. A justification of the increase shall be submitted in addition to the index.

20. **ITEM SUBSTITUTION:** No item substitutions will be allowed on purchase orders, awarded as a result of this solicitation, without the written permission of the Director of Purchasing.

21. **SUSPENSION AND DEBARMENT:** By submitting a proposal (IFB/RFP/RFO), the applicant certifies, to the best of its knowledge and belief that the applicant and/or any of its principals, sub grantees, or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false

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

- A. WORKERS' COMPENSATION
Statutory limits covering all employees, including Employer's Liability with limits of:
\$500,000 Each Accident
\$500,000 Disease - Each Employee
\$500,000 Disease - Policy Limit

- B. COMMERCIAL GENERAL LIABILITY
Covering all operations involved in this Agreement.

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

- C. COMMERCIAL AUTOMOBILE LIABILITY
\$1,000,000 Combined Single Limit - Any Auto

24. **WORKMANSHIP:** All workmen shall be thoroughly experienced and/or trained and certified in the particular trade or class in which they are employed. All work shall be done according to the specifications

27. SECURITY: The Contractor shall be responsible for safeguarding against loss, theft, or damage of all Rock

SECTION B: INTRODUCTION

INTRODUCTION:

Rock Hill Schools is soliciting bids for Double Hammered Hardwood Mulch for landscaping. All loads shall be delivered to Facilities Services at 2171 West Main Street, Rock Hill, SC. Bids shall be received in accordance with the Invitation for Bid (IFB) and supplementary information provided in these instructions. **Pages 1-2, 17, and 19-21** of this IFB shall be submitted with your bid response.

At **10:00am on July 18, 2024** the Procurement Officer or a designee will open all bids received. Questions pertaining to the terms and specifications shall be directed to Wfaris@rhmail.org . **The bid number must be referenced in the subject line.** The last day for questions is **July 11, 2024** at 12:00 pm.

PURPOSE:

Rock Hill Schools, hereafter referred to as "District", intends to award a contract for the purchase of double all T14 (f 6ID 15)/MC6d(T0d12>BDCI84 ubid359 (c081 (b2yl84 a Tc rd)42)d0.62). 3.3 6ID 1Td2

BID 24-2503 Double Hammered Hardwood Mulch

Revised 11/2022

- 20% < 3/4" > 1/2" smaller lengths, shredded material
- 50% < 1/2" finer material, down to particle
- Wood content shall be 8% - 15%.
- Mulch shall not contain any blend ground log material, stumps, demolition debris and pallets. fMC /N9 (1o)-2 (

APPENDICIES

Appendix I- Conflict of Interest

APPENDIX I: CONFLICT OF INTEREST STATEMENT

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

1. No _____

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

I have no conflicts of interest or unfair competitive advantages as defined above.

Please check only one box below.

No known actual or potential Conflicts of Interest are subject to disclosure.

All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by Rock Hill School District.

6.