

BID 24-2503 Double Hammered Hardwood Mulch

Revised 11/2022

SECTION A: GENERAL BID INSTRUCTIONS AND CONDITIONS (WHERE APPLICABLE)

GENERAL BID INSTRUCTIONS

1. INSTRUCTIONS TO BIDDERS

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

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

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

7.

19. **AWARDING POLICY:** The District reserves the right to select and award on an individual item basis, lot (group) basis or an "all or none" basis, whichever the District determines to be most advantageous. The award basis is stated in Section B.

Therefore, individual prices per item must be indicated on the Proposal form. Contractors are encouraged to offer discounts for consideration of consolidated award. Furthermore, the District, in determining the lowest responsible Bidder on each of the items shall consider, in addition to the Proposal price, conformity to specifications, delivery, the District's opinion relative to the quality of materials/services being offered, training, suitability and adaptability of the services required by this solicitation. The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof.

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

20. **MINORITY PARTICIPATION:** It is the policy of the District to pursue the goal of at least 10% Small and Minority Business Enterprise (SMBE) utilization in the provision of goods and services to the District while at the same time maintaining the quality of goods and services provided to the District through the competitive bidding process. It is the purpose of this policy to allow minority business enterprises to expand their opportunities and capacities by participating in all District operated programs. The District has developed a plan for participation in projects by minority business. This plan includes the following elements.

- a) Outreach – A commitment to make every effort to inform contractors of pending contract opportunities through advertisements, workshops, brochures, and availability of plans.
- b) Good Faith Effort – A commitment to verify contractor solicitations to ensure that sufficient time and information are available to make a responsible reply.
- c) Identification and Recruitment – A commitment to coordinate efforts with the Division of Small and Minority Business Contracting and Certification (SMBCC) in the development of potential minority contractor interest.
- d) Monitoring and Reporting – A commitment to measure and report actual SMBE participation.

TERMS AND CONDITIONS

1. **ACCIDENTS:** The vendor shall hold the District harmless from any and all damages and claims that may arise by reasons of any negligence on the part of the vendor, his agents, or employees in the performance of this contract; and, in case of any action brought against the District or any of its agents or employees, the vendor shall assume full responsibility for their defense. Upon his failure to do so on the proper notice, the District reserves the right to defend such motion and charge all costs to the vendor. The vendor shall take all precautions necessary to protect the public against injury
2. **TERMINATION:** Subject to the provisions below, this contract may be terminated by the Director of Purchasing, provided a thirty (30) calendar day advance written notice is given to the Vendor.

Termination for convenience. In the event this contract is terminated or canceled upon request and for the convenience of the District, the District shall negotiate reasonable termination costs, if applicable.

Termination for Cause. Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision. Termination cost, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provisions of this bid shall apply.

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's

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

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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

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- 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 conflict of interest exists between me and the project.

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 stated 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.