

**Weights for NWHS**

**BID DUE DATE (Opening Date/Time): February 13, 2023 at 10:00 a.m.**

**LAST DAY FOR QUESTIONS: February 6, 2023 at 12:00 p.m**

**NUMBER OF BID COPIES TO BE SUBMITTED:** one (1) original bid uploaded to Vendor Registry, hand delivered or mailed.

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

**PHYSICAL MAILING ADDRESS:**



Are you a Non SC Certified Minority Vendor - Yes  No

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

**GENERAL BID INSTRUCTIONS**

**1. INSTRUCTIONS TO BIDDERS:**

A. Bids shall be publicly opened at the date and time indicated on **PAGE 1**. Bid openings shall be conducted in Procurement Services, which is located at 386 East Black Street, Rock Hill, SC 29730. Sealed bids shall be uploaded to Vendor Registry, hand delivered or mailed to the **Procurement Services Attention: IFB 22-2322** located at 386 East Black Street, Rock Hill, SC 29730. To maintain social distancing, the District encourages bidders who wish to attend the bid opening to do so by conference call.

Bidders may take part by dialing:

Phone Number: 803 -985-3599

Conference ID: 1440403

B. Bids shall be submitted **NO LATER THAN** the date and listed on **PAGE 1** in the place and manner as described in paragraph 1A above. Bids received after the date and time listed on **PAGE 1** shall be late bids. Late bids shall not be considered for award and will be returned to the bidder unopened.

C. The District shall not accept responsibility for unidentified bids.

D. In the event that a bid is unintentionally opened prior to the official time set for a bid opening, the employee opening such bid shall immediately sign the envelope and deliver it to the Procurement Services Director.

E. All prices shall be entered in ink or typewritten and shall remain firm for not less than 60 calendar days from the bid date. Mistakes may be crossed out, corrections may be inserted adjacent, and shall be initialed in ink by the person signing the bid.

F. The District shall not accept oral, emailed, or FAXED bids.

G. The Term "Offer" Means Your "Bid" or "Proposal" or "Quotation"

The Term "Offeror" Means "Vendor" or "Contractor" or "Bidder"

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

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

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

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

- A) Bidders shall acknowledge receipt of all addendum(s) either by signing and returning one copy of the addendum or by acknowledging the change on the bid form.
- B) 6 aio Td(n)14 p



19. **AWARDING POLICY:** The District reserves the right to select and award on an individual item basis, lot (group) basis or

**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



7.



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



27. **SECURITY**: The Contractor shall be responsible for safeguarding against loss, theft, or damage of all Rock Hill School Districts' property, materials, equipment, and accessories that might be exposed to the contractor's personnel. Guns, knives, or other dangerous weapons shall not be allowed on campus. Smoking, alcohol and drugs are prohibited on the campus.
28. **UNAUTHORIZED PERSONNEL**: Contractor's personnel shall not allow any unauthorized persons in school buildings (children, friends, or anyone else not authorized by School District or contractor).
29. **FORCE MAJEURE**: Neither the District nor the Contractor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the District and the Contractor, and without the fault or negligence of either of them.
30. **CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS**: By submission of this bid, the bidder as the prime contractor does hereby agree:
- a. To certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Equipment;
  - b. To provide Rock Hill School District with any documents required to establish such compliance upon request; and
  - c. To register and participate and require agreement from subcontractors and sub-subcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).
31. **CONTRACT DOCUMENT**: This solicitation document, any addendum(s), and record of negotiation(s) will become a part of the contract when awarded.
32. **STUDENT AND STAFF SAFETY**: The successful bidder shall be required to verify that criminal conviction inquiries/checks and pertinent criminal background inquiries/checks have been conducted on all of its employees and the subcontractors who may interact with staff and/or students during the performance of the awarded scope of work or who may have a need to enter District property related to the performance of the contract or who may have access to personal student or District personnel information.

All inquiries and background checks must be conducted annually or more frequently or as required by the District if the bidder has the potential to be in the presence of students. Student, parent, and participant information shall be kept confidential and shall not be disclosed for any purpose.

Persons who are identified as a Sex Offender or violators as defined by the South Carolina Code of Laws (Ann. 2006), Article 7, Sections 23-3-400 to 23-3-500 or statute or any other states statues and person who have been convicted of Violent Crimes as defined by the South Carolina Code of Laws, 1976, Section 16-160; are prohibited from entering any of the Rock Hill School District facilities at any time, including all District

grounds and all District facilities. Persons employed by or under the direction of the bidder or any subcontractor who are under investigation or have been charged with crimes and/or convicted of crimes against children or crimes of a sexual or violent nature shall not be allowed on District property.

The District may in its sole discretion terminate any existing contract for the failure by the awarded bidder, its subcontractors or any representative of the bidder or subcontract to observe this requirement or for any violation of this solicitation's requirements. No penalty or other costs shall be levied against the District as a result of its decision to terminate the contract or award.

In addition to the above obligations of successful bidder/awarded firm, all persons and contractor personnel having contact with students and/or any individual who enters onto District property may be subject to a national criminal background check at the discretion of the District prior to entry upon District property and the performance of any duties. All individuals entering District property shall be screened nationally for criminal sex offenses/sex offender status on automated equipment at school or site.

- 33. RHSD3 COVID-19 Guidelines:** Due to Rock Hill School District Three COVID-19 guidelines, facilities access is limited to designated access points. Contractors are encouraged to follow recommended preventive measures according to guidelines available by the Centers for Disease Control (CDC) and/or South Carolina Department of Health and Environmental Control (SC DHEC). In particular, Contractors are responsible for ensuring onsite personnel have gloves and masks available, screening all onsite personnel daily using the District's COVID-19 Screening Form which includes symptomatic screening questions and a temperature check. If any of the listed symptoms are present or if the worker's temperature is greater than 100.4, the worker will not be allowed on site. Contractors agree to notify the District if any onsite personnel report symptoms.

## **SECTION B: INTRODUCTION**

### **INTRODUCTION:**

Rock Hill School District Three is soliciting bids for Powerblock Pro 90 Commercial Weight Sets. 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 February 13, 2023** the Procurement Officer or a designee will open all bids received. Questions pertaining to the terms and specifications shall be directed





**SECTION E: BID FORM**

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

Item	Total Cost (Qty 12)
Powerblock Pro 90 Commercial Series (Qty 12)	
Shipping	
Total Cost	

**Any overhead, expenses, travel, etc. must be factored into the Contractors cost.**

## APPENDICES

### 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 circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and
2. I understand and acknowledge that my failure to disclose any information in 0.676/8 (e)3 (s)6 (p1.6i (d)nar\_y) d0.009 Tc



6. I warrant that should I become aware of an actual or potential conflict of interest involving my company or sub-contractor(s), if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the District immediately. I also warrant that should I become aware of any competitive advantage that my company or sub-contractor(s) have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the District of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the District of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.
  
7. By signing this statement, I certify for myself and on behalf of my company and any of my sub-contractor(s) that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). I acknowledge and understand that the District may rescind any award made to me if I do not comply with the Ethics Act.