	Rock Hill Schools **Invitation for Bid (IFB)**	**Solicitation Number** **Date Issued** **Procurement Officer** **Phone** **E-Mail Address**	**25-2603** **September 22, 2025** **Lee Faris** **803-981-1162** **Wfaris@rhmail.org**

Mongoose Sewer Machine

BID DUE DATE (Opening Date/Time): October 16, 2025 at 10:00 a.m.
LAST DAY FOR QUESTIONS: October 7, 2025 at 12:00 p.m.

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

SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:

PHYSICAL MAILING ADDRESS:
Rock Hill Schools Procurement Services 386 East Black Street Rock Hill, SC 29730 **Solicitation Number and Opening Date must appear on the envelope.**

CONFERENCE TYPE: NONE	**LOCATION: N/A**
ADDENDUM(S)	**Any addendum(s) will be posted at the following web address:** http://www.rock-hill.k12.sc.us

You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to the following:

- **Bound by the requirements, stipulations, and terms of the solicitation.**
- **Comply with all applicable Federal and State Laws and Regulations relative to non-discrimination in employment practices.**
- **Not guilty of collusion, with other vendors possibly interested in this bid, in arriving at or determining prices to be submitted.**

NAME OF OFFEROR (Full legal name of business submitting the offer)	**OFFEROR'S TYPE OF ENTITY:** **(Check one)** □ **Sole Proprietorship** □ **Partnership** □ **Corporate entity (not tax-exempt)** □ **Tax exempt corporate entity** □ **Government entity (federal, state, or local)** □ **Other** _____
AUTHORIZED SIGNATURE **(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)**	(See "Signing your Offer" provision)

TITLE (Business title of person signing above)	
PRINTED NAME (Printed name of person signing above)	**DATE SIGNED**

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION (If offeror is a corporation, identify the State of Incorporation.)	**TAX IDENTIFICATION NUMBER:**

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	**NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)**			
	Area Code	**Number**	**Ext.**	**Facsimile**
	E-mail Address			

□ **Payment Address same as Home Office Address** □ **Payment Address same as Notice Address (check only one)**	□ **Order Address same as Home Office Address** □ **Order Address same as Notice Address (check only one)**

ACKNOWLEDGMENT OF ADDENDUM(S)

Offerors acknowledges receipt of addendum(s) by indicating amendment number and its date of issue.

Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date

Minority Participation:

Are you a SC Certified Minority Vendor - Yes □ No □
If yes, SC Certification # _____

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 BidNet, hand delivered **or** mailed to the **Procurement Services Attention: IFB 25-2603** 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) 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. COMMUNICATION WITH PROSPECTIVE BIDDERS:

A. All communication concerning this IFB must be in writing to the Procurement Services Director. Email is the preferred method of communication.

B. Oral explanation or instructions provided prior to the award of a contract shall not be binding.

C. From the issue date of this Proposal until the completion of the selection process and the award notification is announced, bidders are not allowed to communicate with District employees and/or contracted agents related to this IFB for any reason except as authorized by the Procurement Services Director. Violation of this provision may result in rejection of the vendor's response.

D. It is the vendor's responsibility to check the District's website procurement page for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation process.

8. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of bids. All requests to withdraw bids must be submitted in writing and must document the fact that the acceptance of the bid will cause the bidder substantial loss.

9. ASSIGNMENT: No contract may be assigned, sublet, or transferred without the written consent of the Director of Procurement.

10. SUBMISSION OF DATA: Each bidder, upon request, shall submit evidence of liability insurance, Workmen's Compensation, and any other data released to this solicitation, to satisfy the requirements of the solicitation and the execution of a contract.

11. FAILURE TO SUBMIT A BID: Vendors not responding with a bid should not return this solicitation. Instead, they should advise the District by letter or postcard whether they want to receive future consideration for similar requirements. Any vendor failing to respond to three consecutive bids for the same items may be removed from the applicable bid lists.

12. EXCEPTIONS: Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by Proposers unless listed on a separate sheet labeled "Exceptions", and agreed to in writing by the District. Proposals,

which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded

13. **RIGHT TO PROTEST (Section 4210):** Any actual or prospective bidder who is aggrieved in connection with the solicitation or award may submit a protest to the Director of Purchasing. The protest shall be submitted in writing within fifteen (15) calendar days of the date of issuance of the Invitation for Bids or Request for Proposal or other solicitation document, whichever is applicable, or any amendment to it, if the amendment is at issue.
    Any actual bidder or prospective bidder who is aggrieved in connection with the intended award or award of a contract shall protest to the Director of Purchasing. The protest shall be submitted within ten (10) of the date award or notification of intent to award, whichever is earlier.

14. **SPECIFICATIONS:** Any deviation from the specifications must be clearly pointed out on the bid or attached as a separate sheet. Otherwise, the bidder will be held responsible for providing materials that are in strict compliance with the specifications. Deviations must be explained in detail. All materials shall be subject to inspection and approval after delivery. The District reserves the right to reject and return, at the risk and expense of the vendor, any portion of a shipment that is defective or fails to comply with specifications. The rejection of certain items will not invalidate the remaining order.

15. **SERVICE DATA MANUALS:** The Contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operation and maintenance instructions (to include pictures, illustrations, schematics and complete repair/test guides as necessary).

    Where applicable, it shall include electrical data and connection diagrams for all utilities. The instructions shall also contain a complete list of all replaceable parts showing part numbers, nomenclature and quantity required.

16. **BIDDER'S RESPONSIBILITY:** Each bidder shall fully acquaint himself with the scope of work required for the execution of the work specified by this bid. This will sometimes require on-site observations. The failure of a bidder to acquaint himself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or any resulting contract.

17. **POSTING OF AWARD**: Notice of Award or Intent to Award will be posted to the Procurement Services website and Vendor Registry.

18. **PROPRIETARY INFORMATION:** Unless otherwise required by law, and until the public opening of the proposals, all information, materials and other documents submitted by a respondent shall not be released or made available to any person or entity except District representatives assisting in this procurement process. Unless required by law, proprietary or financial information submitted to the District by a respondent will not be disclosed if the respondent visibly marks each part of the proposal that the respondent considers confidential, financial or proprietary information with the word "CONFIDENTIAL."

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.

3. EXAMINATION OF RECORDS:

Rock Hill School District has the right to audit the books and records of the vendors that pertain to this purchase order, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for three (3) years from the date of final payment under the purchase order.

The District may conduct, or have conducted, performance audits of the vendor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.

Pertaining to all audits, vendor shall make available to the District access to its computer files containing the history of purchase order performance and all other documents related to the audit. Additionally, any software used by the vendor shall be made available for auditing purposes at no cost to the District.

4. COMPETITION: There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the United States Government. Bidders may bid lower than the US Government contract price without any liability, because the District is exempt from the provisions of the Robinson-Patman Act and other related laws.

5. SOUTH CAROLINA LAW CLAUSE: Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which requires such person or entity to be authorized/licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized/licensed to do business in this state.

By submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the state.

6. STATEMENT OF COMPLIANCE AND ASSURANCES: By submitting a Proposal and signing the Proposal schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the Proposal submitted complies with all applicable federal and state laws and regulations.

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 reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.

8. **"OR APPROVED EQUAL" CLAUSES:** Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparison. However, the District reserves the right to select the items which, in the judgment of the District, are best suited to the needs of the District, based on price, quality, service, availability and other relative factors. Vendors must indicate brand name, model, model number, size, type, weight, color, etc. of the item Proposal if not exactly the same as the item specified.

   Vendor's stock number or catalog number is not sufficient to meet this requirement. If any Vendor desires to furnish an item different from what is specifically mentioned in the specifications, he/she shall submit with his Proposal the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the District to compare the material specified; and, such material will be given due consideration. The District reserves the right to insist upon and receive the items as specified, if submitted items do not meet the District's standards for acceptance.

9. **PATENTS:** The vendor shall hold the District, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this Proposal.

10. **INSTALLATION:** Where equipment is called for to be installed under this Proposal, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The vendor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic service. The District will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her work. He/she shall also be responsible the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.

11. **GUARANTEE:** The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by the District, process at his/her own expense, to repair or replace the same.

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:** A unit price will take precedence over an extended price. When discrepancies exist between a unit price and an extended price, the unit price shall govern and be presumed to be the correct price.

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/RFQ), 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 statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above. Applicant has not, within a three –year period preceding this application, had one or more contracts terminated for default by any public (federal, state, or local) entity.

22. INDEMNITY: Contractor agrees to protect, defend, indemnify and hold Rock Hill School District Three, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents.

Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

23. INSURANCE REQUIREMENTS: Contractor shall maintain, throughout the performance of its obligations under this contract, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the contractor or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract.

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 covering the class or type of work and shall meet the approval of the School District's representative.

25. LIABILITY- The contractor shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of his employees. The contractor or his insurer shall reimburse the School District for any such damage or loss within 30 days.

Subcontracting
The contractor shall not subcontract any portion of this contract without prior written approval from the School District, which consent shall not be unreasonably withheld provided, contractor remains liable for performance of all items of this contract.

Laws
The contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work, including those of Federal, State, and Local agencies having jurisdiction. This shall include but not be limited to minimum wages, labor and equal employment opportunity laws.

26. SAFETY, DAMAGE OR THEFT:
Contractor shall be responsible for complying at all times of this contract with, OSHA, AHERA, SCDHEC, and EPA requirements and shall immediately report any loss of time or injuries to the Director of Operations (803) 981-1150.

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 inquires/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. <u>RHSD3 COVID-19 Guidelines:</u> 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 Mongoose Sewer Machine. Bids shall be received in accordance with the Invitation for Bid (IFB) and supplementary information provided in these instructions. **Pages 1-2, 18, and 20-22** of this IFB shall be submitted with your bid response.

At **10:00am on October 16, 2025** 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 **October 7, 2025** at 12:00 pm.

PURPOSE:

Rock Hill School District, hereafter referred to as "District", intends to request bids for Mongoose Sewer Machine per specs outlined in IFB 25-2603

AWARD CRITERIA:

Award will be made to the lowest, responsive and responsible bidder.

SECTION C: SCOPE OF WORK

The District is seeking competitively sealed bids for a Mongoose Sewer machine.

MONGOOSE MODEL 184-ULT Trailer Jet

Engine:
49HP Kohler Diesel Tier IV Engine
Engine Display
Electronic Throttle Control
Engine Safety Guarding

Pump:
UDOR 18 GPM @ 4000 PSI w/30 Min Run Driy Capability
Recirculation System
Electronic Water On/Off Control
Air Purge System

Tank & Fill:
300 Gal. Black Super-Poly Water Tank
Hose Reel & Hose:
Fixed Hose Reel w/600' Capacity of 1/2" Hose

Electrical:
NEMA 4 Control Panel
Auto Shutdown (High Eng. Temp / Low Oil Pressure)
Digital Fuel Gauge
12V Power Outlet

LED Amber Strobe Light

Trailer:

Single Torsion Axle, 7,000 GVWR
Electric Brakes w/2-5/16" Ball Hitch
D.O.T. Approved LED Lighting
Steel Round Painted Fenders

Accessories:

10' Leader Hose
Nozzle kit
Cleaning Nozzle
Penetrator Nozzle
Finned Nozzle Extension
Nozzle Rack
USB Operator / Owner Manual
Manual Levelwind
Garden Hose Adapter
Air Purge Adapter
Piviting hose reel Bearing
BYPASS / FLOW CONTROL VALVE
PULSATION SYSTEM
500' 1/2" ID X 4,000 PSI OPERATING PRESSURE - PER FT
2.5" HYDRANT FILL SYSTEM (Includes garden hose adapter)
FRONT OPENING ALUMINUM TOOLBOX CURBSIDE
WARTHOG™ WS 1/2" NOZZLE
ENZ CHISEL POINT 1/2" NOZZLE
ENZ CHISEL POINT 3/8" NOZZLE
3/8" DRAIN CART MOUNTED (cart mounted reel w/ 200' hose and 2 nozzles)
BB HOSE GUIDE
2-1/2" X 25' FILL HOSE
Remote with pressure reader
Garden hose reel filling system
Winterization antifreeze tank
2.5” fuel hose system
Aluminum Casing around the unit

SECTION D: ELABORATION AND CLARIFICATION

If you do not ask questions or clarify any assumptions, the District will assume that you agree with and understand the requirements in the IFB. If, after examination of the various terms and conditions and requirements of this IFB, the Bidder believes there are any terms and conditions or requirements which remain unclear or which restrict competition, the Bidder must request, in writing, that District clarify the terms(s) and condition(s) and requirement(s) specified by the Bidder. The Bidder must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Bidder by 12:00PM on **October 7, 2025,** which is the last day for questions.

The District may ask any or all respondents to elaborate or clarify specific points or portions of their response. Clarification may take the form of written responses to questions or meetings to discuss the IFB and/or the participant's response.

No questions may be directed to or contacts made with members of the Rock Hill School Board, Superintendent, or any District staff not identified in this IFB as points of contacts during the period of time that this IFB is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition will be subject to disqualification of the Bidder from further consideration.

Bid Submission Checklist

- Pages 1&2 signed
- Bid Form (Page 18)
- Pages 20-22
- Copy of current W9
- All warranty information

SECTION E: BID FORM

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

Product	Cost
Mongoose Model 184-ULT Trailer Jet	
Shipping	
Total Cost	

Any overhead, expenses, travel, etc. must be factored into the Contractors cost. No additional charges will be paid by the District.

DO NOT INCLUDE SALES TAX

The District reserves the right to increase and decrease quantities as deemed necessary.

Estimated Date unit could be delivered: _____

Vendor Name: _____

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 affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the Rock Hill School District vendor database. It may further result in termination of any contractual relationship with Rock Hill School District (District) and may be grounds for disciplinary action, up to and including debarment by the District, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.

3. That to my knowledge, no employee or official of the District, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's sub-contractor(s), nor does Offeror or Offeror's sub-contractor(s) have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement.

4. I warrant that I and my sub-contractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or sub-contractor(s) in order to solicit or secure an agreement with Rock Hill School District, as related to this Solicitation or any resulting Agreement, and that I and my sub-contractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's sub-contractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.

5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or sub-contractor(s) may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the District intends by this statement

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.

List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 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. 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 Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or sub-contractor(s) participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Procurement Services Director at the same time the law required the statement to be filed.

Company Name: _____
By: _____
Print Name: _____
Title: _____
Date: _____