

	Rock Hill Schools Invitation For Bid (IFB)	Solicitation Number Date Issued Procurement Officer Phone E-Mail Address	24-2521 June 17, 2025 Lee Faris 803-981-1162 Wfaris@rhmail.org
---	--	---	---

Pest Control Services

DUE DATE (Opening Date/Time): July 15, 2025 at 10:00 a.m.

LAST DAY FOR QUESTIONS: July 8, 2025 at 12:00 p.m.

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

SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:

PHYSICAL MAILING ADDRESS:
Rock Hill Schools Purchasing Department 386 E. Black Street Rock Hill, SC 29730 Solicitation Number and Opening Date must appear on the envelope.

CONFERENCE TYPE:		LOCATION:
ADDENDUM(S)	Any addendum(s) will be posted at the following web address: http://www.rock-hill.k12.sc.us	
<p>You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to the following:</p> <ul style="list-style-type: none"> • Bound by the requirements, terms, 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) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ (See "Signing your Offer" provision)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
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>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.		
STATE OF INCORPORATION (If offeror is a corporation, identify the State of Incorporation.)		

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			
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)		<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> 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 ☐

TABLE OF CONTENTS

SECTION A: GENERAL BID INSTRUCTIONS AND CONDITIONS (Where Applicable)4

SECTION B: INTRODUCTION 13

SECTION C: BACKGROUND14

SECTION D: SCOPE OF WORK 14

SECTION E: ELABORATION AND CLARIFICATION21

SECTION F: BID FORM22

APPENDICES.....24

EXHIBITS30

SECTION A: GENERAL BID INSTRUCTIONS AND CONDITIONS (Where Applicable)

- A. Bids shall be publicly opened at **10:00 AM** on **July 15, 2025**. Bid openings shall be conducted in the Purchasing Department which is located at 386 E. Black Street, Rock Hill, SC 29730. Sealed bids shall include the requested information must be uploaded to **Vendor Registry** <http://vrapp.vendorregistry.com/RockHillSchools> or enclosed in an envelope (if mailing), and the “solicitation name and number” shall be clearly displayed on the lower left-hand corner of the envelope containing the bid. The name and address of the bidder shall also be displayed on the envelope. Bids that are mailed shall be addressed to the Purchasing Director, Rock Hill School District Three, 386 E. Black Street, Rock Hill, SC 29730. Hand carried bids shall be delivered to the same address.
 - B. Bids shall be submitted NO LATER THAN 10:00 AM in the place and manner as described in paragraph 1A above. Bids received after 10:00 AM shall be late bids. Late bids shall not be considered for award and will be returned to the vendor 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 Purchasing 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”
- 1. **TAXES:** South Carolina Sales Tax shall be shown as a separate entry on the bid total, if applicable at 7%.
 - 2. **AMBIGUOUS BIDS:** Bids, which are uncertain as to terms, delivery, quantity, or compliance to requirements/specifications, may be rejected or otherwise disregarded.
 - 3. **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.
 - 4. **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).

5. **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.

6. **COMMUNICATION WITH PROSPECTIVE BIDDERS:**

A. All communication concerning this IFB must be in writing to the Purchasing 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 Purchasing Director. Violation of this provision may result in rejection of the vendor's response.

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

7. **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.

8. **STATEMENT OF COMPLIANCE AND ASSURANCE:**

A. Bidders, to be eligible for consideration, shall be required to certify in writing that the firm or agency represented complies with all applicable Federal and State laws and regulations.

B. Statement of Assurances and Compliance is provided to vendors in Section D.

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. 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.
- 13. 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.
- 14. 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.
- 15. EXAMINATION OF RECORDS:**
- A. The Superintendent of Rock Hill School District Three, or his duly authorized representative(s), shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers or other records involving transactions related to this contract.
- B. The Contractor agrees to include in first-tier subcontracts, under this contract, a clause to the effect that the Superintendent of Rock Hill School District Three, or his duly authorized representative(s) shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the sub-contractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract.
- 16. 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.
- 17. 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.

19. 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.

20. PROPRIETARY INFORMATION: Contractors shall visibly mark as “**CONFIDENTIAL**” each part of their Proposal which they consider proprietary information. Price may not be considered confidential proprietary information.

21. 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. 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.

22. 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.

23. 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.

24. SAMPLES: Contractors may be requested to submit samples of all manufactured articles required. Samples submitted by the successful Vendors shall remain in custody of the School District until all units purchased under the various contracts have been delivered and accepted.

The District reserves the right to disassemble any unit and subject each unit to any test necessary to determine its strength of character without being responsible for damage to the unit caused thereby. When cuts, drawings, samples, catalog references or detailed descriptions are required to support quotations or items included in the Proposal, it is to be understood that whatever is submitted with the Proposal in compliance with that requirement, will represent what the Vendor actually is offering and not the specifications. Requested samples must be provided at the vendor's expense.

25. "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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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

31. 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.

32. 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.

33. 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.

34. POSTING OF AWARD: Notice of Award or Intent to Award will be posted to the Purchasing Department website and Vendor Registry.

35. 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.

- 36. 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.
- 37. 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.
- 38. 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.
- 39. 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 Purchasing 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.
- 40. 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.
- 41. 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 sub-contractors 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.
- 42. 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, sub-contractors 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.

43. 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 sub-contractors 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
\$100,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$1,000,000	General Aggregate (per project)
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury
\$ 5,000	Medical Payments

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit - Any Auto
-------------	----------------------------------

44. 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.

45. 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.

46. 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.

47. 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. Except as described under the Scope of Work and related paragraphs below, guns, knives, or other dangerous weapons shall not be allowed on campus. Smoking, alcohol and drugs are prohibited on the campus.

48. 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).

49. Use of tobacco products, alcohol, and profanity are prohibited on school property.

50. This solicitation document and any addendum(s) will constitute the contract when awarded.

51. 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).

SECTION B: INTRODUCTION

Rock Hill Schools District Three is soliciting bids for Pest Control Services. Bid shall be received in accordance with the Invitation for Bid (IFB) and supplementary information provided in these instructions. **Pages 1-2, 22-23 and 25-29** of this IFB shall be submitted with your bid response.

At 10:00 a.m. on **July 15, 2025**, the Purchasing Director or her designee will open all bids received. Questions pertaining to the terms and specifications should be directed to CMAFFETT@RHMAIL.ORG or submitted through **Vendor Registry** (<http://vrapp.vendorregistry.com/RockHillSchools>). **The bid number must be referenced in the subject line.** The last day for questions is **Jul 8, 2025** at 12:00PM.

Contractor may visit the sites and familiarize themselves with the work required and acreages prior to submitting a bid. Under no circumstances shall an individual be on RHSD property unless they have been given permission by the main office staff at each site. Failure to get permission can result in trespassing and the police will be called. If you desire to visit the sites than the following procedures **MUST** be followed:

- a. Contact the Facilities Services designee Michael Cox at 803-985-3022 or 803-981-1167.
- b. Everyone must check-in at the site's mail office and provide the office staff with their government issued ID.
- c. The individual must show a copy of the solicitation to the office staff.

I. PURPOSE:

Rock Hill School District, hereafter referred to as "District", intends to award a contract for pest control services, hereinafter referred to as "Contractor" at various locations.

The contract will be for one year, beginning in July 2025. The contract may be renewed, under the same terms and condition, for four (4) additional one-year periods. The option to renew shall require the mutual agreement of both parties at least sixty (60) days prior to expiration. The total term of this contract shall not exceed beyond July 30, 2030. Contractor may increase prices for the renewal for future renewal period(s). The price increase and or decrease shall be based upon the percent change in the Consumer Price Index (CPI). A justification for the increase in addition to the CPI shall be required for any increase. In no event shall the price increase exceed 2% in any renewal period. The increase shall reflect the change to the CPI or the 2% cap, whichever is less.

AWARD CRITERIA:

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

SECTION C: BACKGROUND

Rock Hill School District is a public school system servicing over 17,000 students. There are currently 34 service locations. The District is the 11th largest in South Carolina. Contractor shall obtain a full criminal background check for contractor's employees and other persons carrying out the contract on the contractor's behalf. The contractor shall not permit employment of any person with a criminal record without written permission of the District. Contractor must check the following databases at a minimum, South Carolina criminal check (SLED), North Carolina criminal check, Sex Offender registries, and Social Security number verification. Upon request of the District, the Contractor shall furnish proof that such background checks were executed and the restrictions on employment mandated by the District were followed. Contractor shall be responsible for cost associated with background checks. If the awarded Contractor is summoned for work, he/she shall report and sign in and out with the Main Office upon arriving and departing from any District campus.

SECTION D: SCOPE OF WORK

Exhibit A lists the service locations that will be under this contract. This list is not inclusive. Other locations may be added or deleted as deemed necessary by the District.

Exhibit B is the service locations acreage/square footage.

The Contractor shall furnish all supervision, labor, materials, and equipment necessary to complete the services listed throughout this IFB, including, but not limited to: licenses, permits and insurance.

Work hours under this contract shall be approved by the Facilities Services designee to avoid scheduling conflicts. Work may have to be performed after 5:00pm through the week and may need to be performed on weekends, these changes will be at no extra charge to the RHSD. All travel, overhead, allowances shall be included in the hourly rate. No other costs will be considered. The Contractor will have identification and wear distinctive uniform clothing. All vehicle(s) shall bear the Contractor's name. The Contractor must check in at the front office by phone or in person before the start of each site visit.

DESCRIPTION OF SERVICE

1. Routine service (Minimum monthly) to all buildings will include
 - All crawling and flying insects such as but not limited to ants, fleas, mice, rats, ticks, all classes of roaches, wasps, bees, yellow jackets, silver fish, water bugs, spiders, fruit flies, drain flies, all types of flies, and mosquitoes.
 - Ground moles, voles and ground squirrels are also to be included in the scope of services. (In all instances, insects or rodents not listed in the IFB shall be dealt with only after consultation between the Contractor and the District designee).
2. Bayer Topchoice insecticide product shall be used to control ants on the 15-foot perimeter of each building/structure and sidewalk or any other item within the 15 foot perimeter.

3. All wood destroying insects (termites, carpenter ants and carpenter bee) will be handled at the request of the District for an additional fee and not included in the pest control contract.
4. Urban wildlife such as skunks, flying squirrels, ground hogs and raccoons will be handled at the request of the District for an additional fee and not included in the pest control contract.
5. All bed bugs will be handlined at the request of the District for an additional fee and not included in the pest control contract. There must be an inspection at no charge from the Contractor to determine if there is more than one or two bugs and there is a need for the treatment.
6. The Contractor shall adequately suppress the following pests through this agreement:
 - Pest populations of rodents e.g., moles, Norway and roof rats, house mice
 - Pest populations of cockroaches, ants (including, but not limited to fire ants and pharaoh ants), flies, spiders and any other arthropod pest not specifically excluded from the contract.
 - Populations of the above pests that are located outside of the specified buildings, but in areas within fifteen (15) feet adjacent to buildings are the responsibility of the Contractor.
 - Winged termite swarmer emerging indoors if there are no signs of infestation in the area.
 - Mosquitoes at the request of the District at no additional cost/charge.
7. All chemicals shall be most effective for control and approved by the United States Department of Agriculture. Chemical treatments especially that for roaches should be varied and/or rotated among chemical classes following professional procedures in order to avoid immunity. All products used in pest control procedures shall be approved by the Department of Pesticide Regulation (DPR) and meet all Environmental Protection Agency (EPA) guidelines.
 - **A detailed list of the chemicals being used shall be submitted with your bid response and updated as necessary. Failure to submit shall deem your bid as non-responsive.**
8. **Required at the start of the agreement:** Safety Data Sheets (SDS), Globally Harmonized System of Classification (GHS) for all chemicals used shall be provided to each facility in a three-ring binder and labels listing the Poison Control telephone numbers in the event of suspected poisoning. The same information shall be provided to the Facilities Services Department and Food Service to be kept centrally on file.
9. All pest control work shall be performed in a safe and professional manner in accordance with the most modern and effective scientific pest control procedures. The Contractor shall take all necessary precautionary measures not to adversely affect human health; to prevent injury to personnel, property, equipment or pets in all locations. The Contractor shall exercise precaution to avoid damage to plant life (shrubs, vegetation, etc.) which are in the treatment area. The Contractor shall replace any damage items as a result of pest control treatment.

10. The District shall require monthly treatments and inspections for each location. The Contractor will be required to perform follow up treatment to specific areas at the request of the District, within three (3) days.

Monthly Scheduled Treatment – the following areas including but not limited to shall be inspected and treated.

1. Administrative Offices
 2. Water fountains and adjacent areas
 3. Cafeteria storage
 4. Cafeteria
 5. Canteens
 6. Coolers and drink machines
 7. Custodial closets
 8. Dumpster area
 9. Hallway
 10. Home Economics room
 11. Kitchen(s)
 12. Kitchen Dry Storage
 13. Lounges
 14. Outside area used for washing garbage cans
 15. All restrooms in the hallway and classroom and restrooms in any other area of the campus
 16. Cabinet/Storage area under sinks in classrooms
 17. Any other interior area reported by the on-site personnel as being infested (FMX work order requests)
 18. Kindergarten areas (including playgrounds)
 19. All outbuildings, jewel buildings.
 20. Stadium facilities (concessions stands, press boxes, restrooms and exterior storage facilities).
11. In addition to the treatment of the interior of the building, the exterior perimeter of the buildings shall be treated out to fifteen (15) feet once per year and thereafter as needed.
 12. The Contractor will report any problems related to house-keeping or poor sanitation that could contribute to a pest problem. These issues are to be reported by using the District's SchoolDude work order system. Information should also be included on the Service Report that is submitted for the location that is being serviced.

CONTRACTOR RESPONSIBILITIES:

1. The Contractor is to provide initial inspection of all buildings in the first two weeks of the start of said contract, to evaluate and provide feedback of current conditions and/or express areas of concerns that the District needs to be aware of.

2. **Yearly Scheduled Treatment-** All school facilities shall be treated each year a week before the students start the new school year. This yearly service shall be added to the monthly treatment to include the entire building (additionally including all areas not covered in the monthly scope) and thereafter as needed or specified in said contract. This work is to be done during June and July after the custodial floor restoration as been completed in the treatment area.
3. The Contractor shall be responsible within twenty-four (24) hours of notice to service request for emergency treatment which may arise.
4. The Contractor shall not charge additional fees for emergency call if requests are for control or extermination of pests or rodents listed in the contract.
5. If emergency call is for control or extermination of pests and wildlife (bats, snakes, etc.) which do not appear in the contract, the District will be responsible for the additional charges. The District will receive a thirty (30) day warranty for services rendered for which additional charges are made by the Contractor. Emergency work must be approved by the Facilities Services Department prior to the commencement of work.
6. If the District needs pest control or extermination of pest and wildlife (tree type squirrels, bats, snakes, etc.) which do not appear in the contract, the District will be responsible for the additional charges. The District will receive a thirty (30) day warranty for services rendered for which additional charges are made by the contractor. This type of task must be approved by the Facilities Services Department prior to the commencement of work.
 - a. Any subcontractor needed for these services or any pest control services must be dealt with by the District's winning Contractor of this said agreement.
7. Pest control technician must report to the main office prior to and after completing regular service. Completed work order will be submitted using the on-line work order system. The District uses an internet-based work order (FMX) system. The Contractor that is awarded this contract will be required to have computer and internet access. Must be able to log onto the web-site daily to retrieve new work orders and to complete work order forms on-line after work is finished daily. All completed work orders should be changed in the SchoolDude system to "complete" within 24-48 hours after the work order has been completed. The District will train the awarded Contractor on how to use the system.
8. After each pest control service, the Contractor shall provide to the District designee an Online "Service Report" detailing the following:
 - a. Date of Service, Check-In and Check-out Times
 - b. Name of School or Location
 - c. FMX work order number
 - d. Areas serviced
 - e. Comments related to the service
 - f. Products used to treat the areas
 - g. Name of Technician that performed the treatment

BID 24-2521 Pest Control Services

9. Some areas may require strong products or misting units for aggressive treatment deemed necessary by the District. These treatments may cause a disturbance to the students and staff.
10. The Contractor shall not drive any vehicles on the District's athletic fields.
11. If insects or rodents are observed between the established treatments, Contractor must respond within 24 hours and treat at no additional cost to the District for services covered under this agreement.
12. All rodent control devices will be supplied by the Contractor as required and will remain on the property. Contractor will provide all materials, equipment and supplies to perform the necessary work. All materials, equipment, etc. owned by contractor must be removed from the premises at the completion of each service.
13. The Contractor shall provide a same day service policy for all "Emergency" or "High" work orders. The District's designee shall deem if the request is an emergency.
14. The Contractor shall perform "Low" or Medium" work orders with in three (3) days or 72 hours.
15. In the event the work order requestor is not present during a visit and is needed for full service, then the Contractor must leave a notification placard of the visit, i.e. "Sorry we missed you", "We were Here" and referencing the work order number with the front desk staff.
16. The Contractor must have a log book binder placed at the front main office of each building/school that allows a written list showing the areas that were treated in the building after each visit. This must be signed and dated by the technician before leaving the property of said visits.
17. Contractor must communicate conducive conditions or potential concerns that will help eliminate pest minimizing future returns to the same areas.

ADDITIONAL REQUIREMENTS: SCHOOL FOOD SERVICE AREA

1. Each kitchen and cafeteria shall be treated twice a month during operating months to include summer feeding. A written schedule must be submitted as part of the plans showing twice-monthly service for the kitchens and cafeterias which must be approved by the Food Service Contract Administrator within 90 days of the contract issuance and adhered during the term of the contract.
2. The Contractor shall contact the Cafeteria Manager prior to each treatment and discuss any problem areas before any treatment begins.
3. The District's designee must sign off on any work order or treatment involving the kitchens and cafeterias.

BID 24-2521 Pest Control Services

4. Any recommendations to reduce pest control issues, after the kitchens and cafeterias are under control, must be discussed with the Cafeteria Manager and Food Service Contract Administrator and shall be submitted in a written format.
5. All work orders shall be completed within 24 hours of being submitted. Copies of all inspection and work order sheets are to be left in the cafeteria.
6. Follow up after three (3) days and not to exceed five (5) days with the Cafeteria Manager or Food Service Contract Administrator after the service is completed to see if the treatment was effective.

INTEGRATED PEST MANAGEMENT PLAN

The Contractor shall provide a comprehensive Integrated Pest Management (IPM) Plan designed specifically to meet the needs of the District within two weeks of contract award. The control and suppression strategies in the IPM Plan should extend beyond the application of pesticides to structural and procedural modifications to reduce the food, water, harborage and access used by pest. Goals of the IPM program includes but limited to: prevent pest problems before they occur; provide multiple strategies to manage pest populations; reduce the use of hazardous material in and around school/district buildings; and provide a safe working environment for students and employees. The Contractor will update the control plan on annual basis, or as necessary.

DISTRICT HOURS

The Contractor will have twenty-four (24) hour access to all locations seven days a week, but inspections and treatment are to be done only during the times listed below:

- August through May, the majority of the services shall be performed during the hours of 7:00 AM – 4:30 PM, Monday through Friday. If spraying is required and approved, it must be done after students are dismissed from the area that will be treated. **Hours are subject to change.**
- June and July the work shall be performed during the hours of 7:30 AM – 5:00 PM, Monday through Thursday. Access to all buildings shall be coordinated directly with the Facilities Services Department. **Hours are subject to change.**

INVOICING

The Facilities Services or their designee shall approve, in writing, the Contractor's accuracy and reasonableness of each invoice submitted for payment.

1. The District will not allow nor pay any additional costs or surcharges on Contractor invoices not already approved by the Facilities Services designee.
2. The District reserves the right to review any invoice of the awarded Contractor.
 - a. An itemized invoice shall be submitted monthly with all the locations listed separate per event.
 - b. Billing shall occur within thirty (30) days of service.
 - c. When an invoice(s) from the Contractor to the District includes materials (door sweeps, caulking, weather guards, etc.) the Contractor shall support any materials with invoices

and/or receipts displaying the purchase from the original vendor. Invoices shall have the materials and labor listed on separate line items by school/location. These materials should be market price and subject to approval by the Facilities Services or designee.

3. The District reserves the right to withhold the entire payment for any service where the contract is not fulfilled.

JOB SITE SAFETY

1. The Contractor shall adhere to the Occupational Safety and Health Administration's (OSHA's) most recently published safety and health regulations and general occupational safety and health standards.
2. Safety Data Sheets (SDS, GHS) must be furnished on all products/materials, which require them under the provisions of the OSHA Hazard Communications Standard.
3. Application of extermination agents shall be performed in accordance with South Carolina's pesticide regulations and Federal and Local laws.
4. All protective clothing, equipment, and devices will conform to OSHA standards for the products used.
5. Signage will be placed near all equipment used to treat/control pests and rodents clearly identifying them as pest control devices.

PENALTIES

The District may withhold payment or terminate the contract under the following conditions:

- a. Failure to take corrective action in a timely manner after discovery of a problem or written notification of a problem discovered by the District.
- b. Timely service is not performed.
- c. Using products and material not approved by the Department of Pesticide Regulation, Environmental Protection Agency and/or Rock Hill School District.
- d. Using products that are not meeting the RHSD's expectation of performance.

EXPERIENCE AND QUALIFICATIONS

The Contractor shall have three (3) years of experience with providing the same type of service in which similar work was performed in a commercial environment including any school districts, higher education institutions or any public entities.

- **The three (3) years of experience shall be submitted with your bid response. Failure to submit shall deem your bid as non-responsive.**

The Contractor shall submit three (3) references. In the event the District is used as a reference, it will count as a fourth reference.

- **References shall be submitted with your bid response. (Appendix I) Failure to submit shall deem your bid as non-responsive.**

The Contractor shall have a minimum of two (2) South Carolina Pest Control Licensed Technicians, Category 7A, employed by their company and assigned solely to the District.

- **Copy of the licenses shall be submitted with your bid response and updated yearly with the District. Failure to submit shall deem your bid as non-responsive.**

The Contractor shall list the availability of personnel, facilities, equipment and other resources to provide the services requested and submit with their response. **Failure to submit shall deem your bid as non-responsive.**

The Contractor shall provided a detailed description of the company's quality assurance program, and the service guarantees that are offered. **Failure to submit shall deem your bid as non-responsive.**

SECTION E: ELABORATION AND CLARIFICATION

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. 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. Any exceptions to the terms, conditions, provisions, requirements, and draft contract (Exhibit C) delineated must be specifically noted and explained by the Contractor and must be submitted by 12:00PM on **July 8, 2025** which is the last day for questions.

SECTION F: BID FORM

The locations for the service include, but shall not be limited to:

(Any overhead, expenses, travel, etc. must be factored into the Contractors quoted labor rate. No additional charges will be paid by the District.)

Location	Monthly Cost	Annual Cost
Applied Technology Center		
Bellevue Elementary School		
Carroll School		
Castle Heights Middle School		
Central Child Development Ctr/ITV Bldg		
District (Central) Office		
Cherry Park Elementary School		
District Three Stadium		
Dutchman Creek Middle School		
Ebenezer Elementary School		
Ebinport Elementary School		
Finley Road Elementary School		
Flexible Learning Center		
Independence Elementary School		
India Hook Elementary School		
Lesslie Elementary School		
Mt. Gallant Elementary School		
Mt. Holly Elementary School		
Northside Elementary School		
Northwestern High School		
Oakdale Elementary School		
Old Pointe Elementary School		
Operations (Facilities Services)		
Rawlinson Road Elementary School		
Richmond Drive Elementary School		
Rock Hill High School		
Saluda Trail Middle School		
South Pointe High School/South Stadium		
Sullivan Middle School		
Sunset Park Elementary School		
Sylvia Circle		
Transportation		
York Road Elementary School		
Total Cost This is your bid amount.		

ADDITIONAL COSTS:

Wood Destroying Insects \$_____ per occurrence
(Termites, carpenter ants, carpenter bees)

Urban Wildlife \$_____ per occurrence
(Skunks, flying squirrels, groundhogs, raccoons)

Bed Bugs \$_____ per occurrence
(Bed Bugs)

CONTRACTOR NAME: _____

The District reserves the right to add or delete locations deemed necessary.

SPACE INTENTIONALLY LEFT BLANK

APPENDICES

Appendix I- References

Appendix II- Non-Collusion Affidavit

Appendix III- Conflict of Interest

APPENDIX I- REFERENCES

REFERENCE #1	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBED WORK PERFORMED (Include the size of the entity, i.e. square footage):	

REFERENCE #2	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBED WORK PERFORMED (Include the size of the entity, i.e. square footage):	

REFERENCE #3	
COMPANY NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE:	
EMAIL ADDRESS:	
DATE OF CONTRACT:	
DESCRIBED WORK PERFORMED (Include the size of the entity, i.e. square footage):	

Contractor must ensure the accuracy of the information provided.

APPENDIX II- NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

(1) He is _____ of _____, the Bidder that has submitted the attached IFB:

(2) He is fully informed respecting the preparation and contents of the attached IFB and of all pertinent circumstances respecting such IFB:

(3) Such IFB is genuine and is not a collusive or sham IFBB:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham in connection with the Contract for which the attached IFB has been submitted or to retain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **District** or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached IFB are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20____

(Notary Public)

My commission expires _____

APPENDIX III: CONFLICT OF INTEREST

I, _____ (Offeror/Contractor), on behalf of myself and my company, and my sub-Contractors, 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 Purchasing Agent at the same time the law required the statement to be filed.

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me

this _____ day of _____, 20____

(Notary Public)

My commission expires _____

EXHIBITS

Exhibit A- Service Locations

Exhibit B- Service Locations Acreage/Square Footage

Exhibit C- Draft Contract

EXHIBIT A: SERVICE LOCATIONS

The locations for the service include, but shall not be limited to:

Facility Name	Address
Applied Technology Center	2399 West Main Street
Bellevue Elementary School	501 Bellevue Road
Carroll School	4789 Mobley Street Road
Castle Heights Middle School	2382 Firetower Road
Central Child Development Ctr/ITV Bldg.	414 E. Black Street
District (Central) Office	386 E. Black Street
Cherry Park Elementary School	1835 Eden Terrace
District Three Stadium	211 S. Cherry Road
Dutchman Creek Middle School	4757 Mount Gallant Road
Ebenezer Elementary School	242 Ebenezer Avenue
Ebinport Elementary School	2142 India Hook Road
Finley Road Elementary School	1089 Finley Road
Flexible Learning Center	1234 Flint Street Extension
Independence Elementary School	132 West Springdale Road
India Hook Elementary School	2068 Yukon Drive
Lesslie Elementary School	250 Neely Store Road
Mt. Gallant Elementary School	4664 Mount Gallant Road
Mt. Holly Elementary School	1800 Porter Road
Northside Elementary School	840 Annafrel Street
Northwestern High School	2503 West Main Street
Oakdale Elementary School	1129 Oakdale Road
Old Pointe Elementary School	380 Old Pointe School Road
Operations (Facilities Services)	2171 West Main Street
Rawlinson Road Elementary School	2631 West Main Street
Richmond Drive Elementary School	1162 Richmond Drive
Rock Hill High School	320 West Springdale Road
Saluda Trail Middle School	2300 Saluda Street
South Pointe High School/South Stadium	801 Neely Road
Sullivan Middle School	1825 Eden Terrace
Sunset Park Elementary School	1036 Ogden Road
Sylvia Circle Family Learning Ctr	929 Sylvia Circle
Transportation	1060 Goldenrod Drive
York Road Elementary School	2254 West Main Street

The District reserves the right to add or delete locations deemed necessary.

EXHIBIT B: SERVICE LOCATIONS ACREAGE/SQUARE FOOTAGE

SERVICE LOCATIONS	TOTAL SQUARE FOOTAGE	TOTAL CLASSROOMS	DISTRICT BUILDING DESIGNATION	PORTABLE UNIT SINGLE OR DOUBLE	SQUARE FOOTAGE
Applied Technology Center	106,239	45	All Bldgs		106,239
Bellevue	74,311	40	A & B		21,430
Bellevue			C		12,282
Bellevue			D		8,539
Bellevue			SA		6,420
Bellevue			C & B		15,129
Bellevue			Kitchen & Cafeteria		10,511
Carroll School	3,072	3			2,792
Carroll School					-
Carroll School					280
Castle Heights	176,678	58	A		26,437
Castle Heights			B		26,436
Castle Heights			C		26,436
Castle Heights			Adm./Main Hall/Media Center		31,145
Castle Heights			Gym Bldg		21,620
Castle Heights			Cafeteria & Kitchen		12,076
Castle Heights			D & Auditorium		30,124
Castle Heights			Concession Stands		2,404
Central Child Dev. Center	25,248	11	A		24,032
Central Child Dev. Center (ITV Bldg)			All Bldgs		1,216
District (Central) Office	28,959		Admin Office		28,959
Cherry Park	97,493		New building		75,464
Cherry Park			F Wing		22,029
District Three Stadium	11,754		Field House		3,990
District Three Stadium			Home Grand Strand Press Box		576
District Three Stadium			Concession 1		1,584
District Three Stadium			Concession 2		1,584
District Three Stadium			Ticket Booth 1		112
District Three Stadium			Ticket Booth 2		112
District Three Stadium			Visitor Press Box		160
District Three Stadium			Rock House		3,636
Dutchman Creek	171,544	58	A & Dining Area		35,229
Dutchman Creek			B		24,016
Dutchman Creek			C		24,159
Dutchman Creek			Admin & Media Center		30,624
Dutchman Creek			Athletics Area & Fine Arts		54,924
Dutchman Creek			Concessions Stand/Restroom		2,592
Ebenezer	73,083	25			42,749
Ebenezer			Media Center		1,690
Ebenezer					28,644
Ebinport	65,175	36	A, B & C		24,491
Ebinport			D		8,507
Ebinport			E		7,755
Ebinport			SA		17,390
Ebinport			D & E		5,652
Ebinport			Office		1,380
Finley Road	64,140	37	A & B		13,354
Finley Road			C		
Finley Road			D		28,876
Finley Road			SA		10,267
Finley Road			E		11,643
Flexible Learning	134,224	46	A & B & C Total		87,807
Flexible Learning			C		
Flexible Learning			Gym Bldg		38,691

EXHIBIT B: SERVICE LOCATIONS ACREAGE/SQUARE FOOTAGE

Flexible Learning			B Addition		
Flexible Learning			Portable Units (8) #27, 28, 29, 30, 32, 33, 34, 35	Single	6,000
Flexible Learning			Portable Unit #31	Double	1,500
Flexible Learning			Track Bldg		226
Independence	61,690	38	A, B, C & D		47,830
Independence			E & G		13,860
India Hook Elementary	75,979	37			75,979
Lesslie	55,812	34	B, C, D & E		20,927
Lesslie			A & SA		29,595
Lesslie			Gym		3,240
Lesslie			Office		2,050
Mt. Gallant	67,057	37	A, B, C & D		49,656
Mt. Gallant			F		9,844
Mt. Gallant			SA		7,557
Mt. Holly Elementary	75,979	37			75,979
Northside	71,657	30	D & E		19,332
Northside			A, B & C		36,325
Northside			Portable Unit (2) #12, #10	Single	1,500
Northside			Arts Building		14,500
Northwestern	319,573	103	A, B & C & F		203,189
Northwestern			D & E		104,933
Northwestern			Jewell Bldg.(incl. Track Bldg.)		1,620
Northwestern			Baseball Press Box		576
Northwestern			Baseball Transportation building		594
Northwestern			Portable Unit #11	Single	750
Northwestern			Batting Cage		3,195
Northwestern			Baseball Dugout		700
Northwestern			Baseball Dugout		204
Northwestern			Baseball Concessions Restroom		1,593
Northwestern			Softball Dugout		108
Northwestern			Softball Dugout		204
Northwestern			Softball Restroom		792
Northwestern			Soccer Concessions		1,115
Oakdale	71,422	35	A		17,714
Oakdale			B		10,743
Oakdale			C		15,454
Oakdale			Art Room		1,323
Oakdale			SA		9,435
Oakdale			A & C		12,403
Oakdale			Portable Unit #13	Single	750
Oakdale			STEAM Bldg (Makerspace)		3,600
Old Pointe	86,284	40	A		10,424
Old Pointe			B		11,258
Old Pointe			C		12,872
Old Pointe			D		41,003
Old Pointe			A		4,239
Old Pointe			B		3,008
Old Pointe			C		3,480
Operations	55,380		Maintenance Center		45,900
Operations			Automotive Building		9,480
Rawlinson Road	151,033	59	A & C		98,793
Rawlinson Road			B		11,970
Rawlinson Road			Office & M.P.		7,690
Rawlinson Road			Auditorium/Office/D wing		30,370
Rawlinson Road			Concessions/Restroom		1,732
Rawlinson Road			Track Bldg.		478

EXHIBIT B: SERVICE LOCATIONS ACREAGE/SQUARE FOOTAGE

Richmond Drive	69,577	37	A & B		37,563
Richmond Drive			Media Center		2,759
Richmond Drive			Renov.		21,957
Richmond Drive			Renov.		6,293
Richmond Drive			Bathroom Addition		1,005
Rock Hill High	318,512	117	A & C		157,870
Rock Hill High			C Addition		1,850
Rock Hill High			C Addition		8,523
Rock Hill High			D & E		96,296
Rock Hill High			F Bldg. / B & D additions		47,834
Rock Hill High			Jewell Bldg.		1,662
Rock Hill High			Storage / Concessions		1,115
Rock Hill High			Track Storage Bldg.		546
Rock Hill High			Baseball Press Box		1,536
Rock Hill High			Baseball Dugout		504
Rock Hill High			Baseball Dugout		204
Rock Hill High			Facilities Transportation		572
Saluda Trail	162,919	53	All Bldgs		159,799
Saluda Trail			Jewell Bldg.		1,620
Saluda Trail			Portable Unit #15	Single	750
Saluda Trail			Portable Unit #16	Single	750
South Pointe High	364,382	116	Main Building		346,052
South Pointe High			Auditorium 1500 seats		-
South Pointe High - Stadium			Stadium field house		3,610
South Pointe High - Stadium			Concession stands (4)		6,824
South Pointe High - Stadium			Ticket booths (4)		672
South Pointe High			Baseball Press Box / Field House		2,250
South Pointe High			Baseball Dugout (2)		820
South Pointe High			Softball Dugout (2)		820
South Pointe High - Stadium			Football press box (2)		1,308
South Pointe High			Athletic Storage		2,026
Sullivan	155,788	62	A, B & C & D		98,809
Sullivan			F Wing		
Sullivan			D & E		42,360
Sullivan			Renov. Auditorium		653
Sullivan			Media Center		8,277
Sullivan			Track Bldg.		289
Sullivan			Science Labs		3,720
Sullivan			Concesssions / Restroom		1,680
Sunset Park	77,952	32	A, B & C		38,981
Sunset Park					6,129
Sunset Park					20,936
Sunset Park			Multipurpose/Music/Art		8,406
Sunset Park			Office / Cafeteria		3,500
Sylvia Circle FLC	54,442	29	A & B		20,326
Sylvia Circle FLC			C		11,971
Sylvia Circle FLC			SA		20,799
Sylvia Circle FLC			Office		1,346
Transportation	4,750				4,000
Transportation			Portable Unit #5	Single	750
York Road	57,790	37	A, B & D		42,843
York Road			C		14,947

BID 24-2521 PEST CONTROL SERVICES

EXHIBIT C: DRAFT CONTRACT



CONTRACT FOR SERVICES

24-2521 Pest Control Services

This Contract entered into this _ day of month/year between Rock Hill School District (hereinafter called the "District"), its successors and assigns, and _____ (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the District desires to retain the services of the Contractor.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. CONTRACT FOR SERVICES

The District hereby engages the Contractor and the Contractor hereby agrees to perform the services hereafter set forth.

B. SCOPE OF WORK AND TIME OF PERFORMANCE

The Contractor shall in a satisfactory and proper manner as determined by the District perform tasks as identified necessary to complete project(s) as outlined in Appendix A- Scope of Work, attached hereto. The Contractor has specialized knowledge to complete the projects without any training from the District and shall perform the tasks in the order and in the manner that he or she determines is most effective and efficient without any District control over the details of Contractor's performance.

This contract shall be for one year, beginning in July 2025. The contract may be renewed, under the same terms and condition, for four (4) additional one-year periods. The option to renew shall require the mutual agreement of both parties at least sixty (60) days prior to expiration. The total term of this contract shall not exceed beyond July 31, 2030. Contractor may increase prices for the renewal for future renewal period(s). The price increase and or decrease shall be based upon the percent change in the Consumer Price Index (CPI). A justification for the increase in addition to the CPI shall be required for any increase. In no event shall the price increase exceed 2% in any renewal period. The increase shall reflect the change to the CPI or the 2% cap, whichever is less.

Notice of rate increases must be sent to the Purchasing Department located at 386 E. Black Street, Rock Hill, SC 29730 or emailed to PROCUREMENT@RHMAIL.ORG.

EXHIBIT C: DRAFT CONTRACT

C. METHOD OF PAYMENT

☐ A. This is a NO COST service and in no event will there be compensation.

☒ B. Payment shall be made for work performed as requested. Pricing shall be in accordance to Appendix B.

D. AFFIRMATIVE ACTION

The Contractor 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.

E. NON-APPROPRIATIONS

Any contract entered into by the District 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.

F. ACCIDENTS

The Contractor 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 Contractor, 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 Contractor 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 Contractor. The Contractor shall take all precautions necessary to protect the public against injury.

G. TERMINATION

Subject to the provisions below, this contract may be terminated by the Director of Purchasing, provided a thirty (30) day advance written notice is given to the contractor.

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.

H. 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.

EXHIBIT C: DRAFT CONTRACT

Notwithstanding the fact that applicable statutes may exempt or exclude the Contractor from requirements that it be authorized/licensed to do business in this state. By submission of this signed contract, the Contractor 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.

I. PATENTS

The Contractor 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 Bid.

J. GUARANTEE

The Contractor 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 Contractor shall, immediately, upon notification by the District, process at his/her own expense, to repair or replace the same.

K. 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 Contract 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. The 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.

L. 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 District's representative.

M. 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 District for any such damage or loss within 30 days.

N. Subcontracting

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

EXHIBIT C: DRAFT CONTRACT

O. 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.

P. DEFAULT

In the event the Contractor defaults on any part or all of his bid, the District 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 bids of the defaulting contractor shall be considered unless assessed charge has been satisfied.

Q. INSURANCE

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.

A. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

\$500,000 Each Accident

\$500,000 Disease - Each Employee

\$100,000 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

\$1,000,000 Personal and Advertising Injury

\$ 5,000 Medical Payments

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit - Any Auto

R. PERSONNEL

All of the services required hereunder shall be performed by the Contractor and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A, Scope of Services.

The Contractor represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.

EXHIBIT C: DRAFT CONTRACT

WITNESS AS TO DISTRICT:

ROCK HILL SCHOOL DISTRICT

BY: _____

TITLE: _____

WITNESS AS TO CONTRACTOR:

CONTRACTOR:

BY: _____

TITLE: _____

DRAFT