

**THE CHURCH OF THE GOOD SHEPHERD
121 Hillsborough Street, Raleigh, NC 27603**

REQUEST FOR PROPOSALS (RFP)

TITLE: Bioretention Cell
ISSUE DATE: August 29, 2019
DUE DATE: September 19, 2019

Proposals subject to the conditions made a part hereof will be accepted until September 19, 2019 for furnishing services described herein.

Proposals must be submitted via email to

nancy.daly73@gmail.com and creativetrimwork1@gmail.com

Direct all technical inquiries concerning this RFP to: Sarah Waichowski
Extension Engineer
NC State University
E-mail: sewaicko@ncsu.edu

Direct all other inquires concerning this RFP to: Jan Harris
Junior Warden, The Church of the Good Shepherd
Ralrec2@gmail.com

NOTE: A MANDATORY PREPROPOSAL CONFERENCE for all prospective Contractors is scheduled for September 12, 2019 at 2:00 pm in the parking lot and project site located at S McDowell Street and W Morgan Street and at of The Church of the Good Shepherd. Preproposal conference attendance is mandatory in order for a proposal to be considered for award. Proposals from Contractors arriving at the conference after 2:00 pm, who do not stay for the entire conference, or who do not attend will not be considered for award. Other questions can be asked through September 17, 2020. This will be the only opportunity provided to ask questions. No other contact (regarding this RFP) during the bid process is allowed. Unauthorized contact with other Church personnel during the bid process may subject your proposal to rejection.

1. BACKGROUND AND PURPOSE

The Church of the Good Shepherd seeks proposals from qualified Contractors to install a bioretention cell in their parking lot at the corner of S. McDowell Street and W Morgan Street in Raleigh, NC (125 Hillsborough Street, Raleigh, NC 27603).

The purpose of the bioretention cell is to treat and slow the movement of surface water from the parking lot, reducing the pollutant loading from the parking lot. The contractor will excavate the existing landscaped area and backfill with washed stone, perforated underdrain pipes, and bioretention media. An outlet structure will be installed to mitigate runoff.

2. CONTRACT PERIOD

The project can be started as early as September 30, 2019 and no later than October 15, 2019 and shall be completed no later than November 6, 2019. The proposal response must include a project schedule of how the proposing Contractor plans to complete the project within three weeks of mobilization onto the site, and a traffic (pedestrian and vehicular) control plan for the property. This plan shall meet all City of Raleigh and State of North Carolina and OSHA laws and regulations.

3. SCOPE OF WORK

Equipment mobilization and construction will require attention to church personnel, Shepherd's Table Soup Kitchen volunteers and patrons, downtown pedestrian traffic on adjacent sidewalks, and street traffic on McDowell and Morgan streets to ensure safety. The following sections describe special instructions for the construction of the project. This document shall be used in conjunction with the plans for the project.

The Plans include the staging area, demolition, excavation, and backfilling associated with the project. Details regarding the washed stone, bioretention media, perforated underdrains, and outlet structure are included in the Plans. The estimated right-of-way (ROW) and constructed quantities are also included in the Plans. The contractor shall follow all plan details and requirements listed in the Plans unless otherwise specified by Project Stakeholders. The Project Engineer will be available throughout construction to answer any questions and to inspect all aspects of the construction. The proposal shall include a description of all necessary equipment, materials, traffic plan, and labor associated with the construction.

3.1 Itemized Scope of Work and Construction Sequence

Contractor shall perform the following work per the requirements of this RFP, Project Plans, and any and all applicable codes, laws, and regulations:

1. On-site pre-construction meeting.
2. Coordinate permits, equipment, access, and scheduling.
3. Arrange for and complete utility marking.
4. Install pedestrian safety barricades per traffic control plan and, if necessary, install barricades for staging area.
5. Protect trees and catch basin that will remain on site during construction via mandated City of Raleigh methods.
6. Remove shrubs/trees marked for removal and dispose of offsite.
7. Excavate existing landscaped area per the Plans.
8. Install concrete wall, impermeable liner, and anti-skate devices.
9. Install perforated underdrains, cleanouts, washed ASTM stone, NC bioretention media, and triple shredded mulch.
10. Install outlet structure and connect outlet structure to existing catch basin in parking lot per the Plans.
11. Remove all refuse and debris from site.
12. Demobilize from site after final acceptance of work by Church of the Good Shepherd.

3.2 Project Considerations

The protection of any existing features, improvements or utilities is the responsibility of the contractor. The contractor shall arrange to have all utilities marked for protection prior to construction. The contractor shall repair any damages made to existing infrastructure during construction. All access to the site shall be coordinated with the project stakeholders. All operations will involve oversight from Project Engineer. The Engineer will provide stake-out surveying as needed and be available to assist with questions and inspections. The Contractor will notify the Engineer at least four days before stake-out surveying is needed. The Contractor shall have the equipment and personnel available to confirm elevations during construction.

3.3 Bioretention Construction

The bioretention area shall be excavated to a depth shown on the plans. The base of the bioretention area shall be graded flat, and the top three (3) inches of the wetland base shall be ripped with the teeth of the excavator bucket and raked out in preparation for the media and washed stone. The Contractor shall install the concrete wall according to applicable ACI and ASTM standards. The contractor shall install the impermeable liner and anti-skate devices according to manufacturer's specifications. The Contractor shall not compact the bioretention media and all concrete openings shall be sealed with hydraulic cement. The Contractor shall follow the general notes listed in the plans. All final grades must be within 0.1 feet of those shown on the plans, unless otherwise specified by the Engineer.

3.4 Project Cleanup

The Contractor shall fully clean any paved surfaces or areas surrounding the construction site. All trash shall be cleaned up, removed and properly disposed of daily and any sediment or other debris shall be removed before the project will be considered complete. Cleanup shall be provided to the satisfaction of The Church of the Good Shepherd.

3.5 Plants

The Contractor is not required to provide or plant the plugs in the bioretention cell.

4 EXPERIENCE REQUIRED

A minimum of three (3) years' experience installing projects similar in nature and scope to that required herein and performing similar land management projects is required. A minimum of three (3) references is required where similar work has been successfully completed. The Church of the Good Shepherd reserves the right to use references it has knowledge of regardless of whether they are provided in the proposal response. The proposal response shall include qualifications of specific personnel and number of people to be provided in the performance of the work.

5 PROPOSAL RESPONSE

The proposal response upload, at a minimum, shall include the following:

1. Completed Forms
 1. Cover page
 2. Reference Page
 3. Execution of Proposal Page
 4. Completed Cost sheet
2. A generic Certificate of Insurance demonstrating the required insurance coverage may be included in the proposal response. Equipment may not be brought onsite without first providing the correct certificate of insurance.
3. A detailed proposal addressing each item by number in Section 3, SCOPE OF WORK. Detailed methods for accomplishing the SCOPE OF WORK shall also be included. Include qualifications of actual project personnel; equipment operator expertise, individual laborers, project management personnel etc.
4. Any applicable addendum required for return shall be included in the proposal response.

Incomplete proposals will not be considered for award

6 COST PROPOSAL

Include an itemized spreadsheet with a cost breakdown with your proposal. Enter the project total below.

Project total: \$ _____

6. EVALUATION CRITERIA

Evaluation criteria for the selection of a contractor will include the following:

Limiting Criteria (proposals must meet outlined requirements from Section 5 Proposal Response in order to be considered)

- Proof of Insurance meeting requirements as specified in Section 5. Note that The Church of the Good Shepherd insurance limits listed in the attached General Contract Terms and Conditions are superseded by those listed in Section 5.
- The proposal package: all required forms are included, completed as specified, and submitted within the required timeframe.

Proposals meeting initial screening evaluation will be further evaluated as follows:

20% Experience: Contractor must document that they have provided work similar in nature and scope to that requested herein for a minimum of three (3) years. On-site personnel and equipment proposed for use shall meet the experience requirements as well.

40% Cost: Materials and testing and construction methods are up to the standards specified, and cost is within budget.

40% Apparent Ability: Demonstrated understanding of project goals and effective methodologies to be employed to meet those goals. Items to be evaluated include both responses to the Scope of Work including the timeline meeting expectations

EXECUTION OF PROPOSAL

DATE: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- ___ That this proposal was signed by an authorized representative of the firm.
- ___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ___ That the potential Contractor has attended the preproposal conference and is aware of the prevailing conditions associated with performing these services.
- ___ That the potential Contractor agrees to the conditions as set forth in this **Request for Proposals** with no exceptions.
- ___ That the potential Contractor carries the appropriate insurance and will perform background checks on employees as required herein.
- ___ That no employee or agent has offered, and no employee has accepted, any gift or gratuity in connection this contract, in violation of N.C.G.S. § 133-32; and
- ___ That it, and each of its sub-contractors under this contract, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system, as required by G.S. §143-48.5.
- ___ That this proposal is submitted competitively and without collusion. That none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible supplier as set forth in G.S. 143-59.1. False certification is a Class I Felony

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within forty-five (45) days from the date of the opening, to furnish the services for the prices quoted during any resulting contract period.

CONTRACTOR _____ ADDRESS _____

PHONE _____

CITY AND STATE _____ ZIP CODE _____ Cell _____

BY _____ TITLE _____
(Signature)

BY _____ E-MAIL _____
(Printed Name)

ACCEPTANCE OF PROPOSAL

DATE: _____

AGENCY _____ CITY AND STATE _____

By: _____ (Signature) _____ (Title)

THIS PAGE MUST BE COMPLETED AND INCLUDED IN YOUR PROPOSAL RESPONSE

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **PROPOSAL SUBMITTAL:** All proposals must be received by the issuing agency not later than the date and time listed on the cover sheet of this proposal. Proposals shall be emailed to **nancy.daly73@gmail.com and creativetrimwork1@gmail.com**
3. **ORAL PRESENTATIONS:** During the evaluation and at their option, the evaluators may request oral presentations from any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
4. **PROPOSAL EVALUATION:** Proposals will be evaluated as outlined herein. The award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed to provide the best value to the Church.
5. **COMMENCEMENT OF SERVICES:** After proposals are evaluated, and offer is made, accepted and approved by appropriate authorities, the Church will issue a purchase order, a contract or a letter of agreement as an indicator to commence services.
6. **REQUEST FOR OFFERS:** Offerors are cautioned that this is a request for offers, not a request to contract and the Church reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the Church.
7. **ORAL EXPLANATIONS:** The Church shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
8. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
9. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
10. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the Church will not reimburse any offeror for any costs incurred prior to award.
11. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of forty-five (45) days from the proposal opening. Although a contract is expected to be awarded prior to that time, the 45-day period is requested to allow for unforeseen delays.
12. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
13. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the Church, from contract award. Only discussions authorized by the Church are exempt from this provision.

14. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the Church when received.
15. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
16. **PROPRIETARY INFORMATION:** To the extent permitted by N.C.G.S. §132-1.3 trade secrets which the Contractor does not wish disclosed other than to personnel involved in the evaluation or contract administration will be kept confidential identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information is not confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.
17. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The Church invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
18. **PROTEST PROCEDURES:** A party wanting to protest a contract award pursuant to this solicitation must submit a written request to the Church of the Good Shepherd, 121 Hillsborough Street, Raleigh, NC 27603. This request must be received by the Church thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation. Offerors may call the purchaser listed on the first page of this document to obtain a verbal status of contract award.

**THE CHURCH OF THE GOOD SHEPHERD GENERAL CONTRACT TERMS AND
CONDITIONS (Contractual and Consultant Services)**

1. **GOVERNING LAW:** This contract is made between The Church of the Good Shephard ("Church) and _____ ("Contractor") for installation of a bioretention cell. This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of the Church or have any individual contractual relationship with The Church of the Good Shepherd.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by The Church of the Good Shepherd's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Church's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **INSPECTION AT CONTRACTOR'S SITE:** The Church of the Good Shepherd reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the Church's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract. The Church pays invoices Net 30 days from satisfactory receipt of requested commodity or service.
7. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, The Church of the Good Shepherd shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Church, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials.

Notwithstanding, the Contractor shall not be relieved of liability to the Church for damages sustained by the Church by virtue of any breach of this agreement, and the Church may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Church from such breach can be determined.

In case of default by the Contractor, the Church may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The Church reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to the Church.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the Church may immediately terminate, this contract and all other existing contracts the Contractor has with the Church.

8. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items

offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The Church reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

9. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
10. **TERMINATION:** The Church may terminate this agreement at any time by providing written notice to the Contractor in accordance with the terms of Section 7 above. The Contractor does not have the right to terminate this agreement except as a result of non-payment by the Church. Any other termination by Contractor is a breach of this Agreement pursuant to Section 7.
11. **AVAILABILITY OF FUNDS:** Payments to the Contractor are dependent upon and subject to the availability of funds to the Church for the purpose set forth in this agreement.
12. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to, prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Church.
13. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the Church for loss of damage of such property.
14. **ASSIGNMENT:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the Church may:
 - a. Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the Church to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
15. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
16. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
17. **SAFETY STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
18. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall

provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

- a. Worker's Compensation - The contractor shall carry and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as Employer's Liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
- b. Commercial General Liability Insurance- Combined Single Limits of no less than \$ 5 million (\$ 5,000,000) per occurrence. Defense costs shall be in excess of the limit of liability. The Church shall be included as an Additional Insured for the scope of the services to be provided by the contractor.
- c. Automobile Liability Insurance,- Combined Single Limits ,covering all owned, hired and non-owned vehicles, used in connection with the contract , in the amount of no less than \$ 1 Million (\$1,000,000) per accident. Such insurance shall include endorsement CA9948, ("Broadened Transportation Pollution Liability") or equivalent. In addition, the contractor shall carry uninsured /underinsured motorist's coverage with limits of no less than (\$1,000,000 per accident and Medical Payments coverage of no less than \$1,000,000 per accident.
- d. Environmental and Pollution Liability Insurance -Coverage with the minimum coverage limits of \$5 Million (\$5,000,000.00) non- sudden/\$5,000,000.00 sudden and accidental. Defense costs shall be in excess of limits. This coverage shall be effective upon the date required by the regulatory agency or the receipt of hazardous waste, whichever occurs first.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

19. **ADVERTISING:** Contractor shall not use the existence of this contract or the name of The Church of the Good Shepherd part of any advertising without prior written approval from the Church.
20. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposal, any addenda thereto, and the offeror's response are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
21. **AMENDMENTS:** This contract may be amended only by written amendment duly executed by authorized representatives of both the Church and the Contractor.
22. **GENERAL INDEMNITY:** The Contractor shall hold and save the Church , its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by

the Contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the Contractor provided that the Contractor is notified in writing within 30 days that the Church has knowledge of such claims. The Contractor represents and warrants that it shall make no claim of any kind or nature against the Church's agents who are involved in the delivery or processing of Contractor goods to the Church. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

23. **PRICING:** All prices offered herein shall be firm against any increases. Requests by the Contractor for a cost increase relevant to any contract extension shall be submitted in writing thirty (30) days prior to each contract renewal. The Church reserves the option of accepting a Contractor's proposed cost increase or canceling the service and seeking proposals from other Contractors. Requests for cost increases will be indexed to the same percent as any change in the Consumer Price Index/All Urban Consumers for the previous twelve-month period of the request. Invoices are paid Net 30 days from receipt of an accurate invoice.
24. **DEBARMENT CERTIFICATION:** Offeror certifies to the best of its knowledge and belief, that it nor any of its principals a) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contract by any Federal agency; b) have not within a three year period preceding this award been convicted of or had a civil judgment rendered against them for: commission of a 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 this submission of offers; or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property; and c) are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses enumerated herein. The offer certifies that they have not, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

"Principals" for the purpose of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segments, and similar positions.)

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution. Certification of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Church, the Church may terminate this agreement for default.

Offeror hereby certifies these conditions and does so by signing the execution page of this R F P document.

25. **PRESERVATION OF RECORDS:** If the Church provides any data to Contractor pursuant to this Agreement then Contractor shall preserve and maintain the data for a period of three (3) years or as indicated in a litigation hold letter issued by Church, to fulfill the Church's obligations under the North Carolina Public Records Act and under the Federal and North Carolina Rules of Civil Procedure. Contractor shall immediately preserve and maintain data (and any generated email correspondence) upon the Church's request or upon notice of litigation or audit and further Contractor shall make available all Data the Church may specify with the time limits required.
26. **CONTRACTOR EMPLOYEE BACKGROUND CHECKS:** The Contractor shall, at no additional cost to The Church of the Good Shepherd, secure appropriate background checks on all employees, independent contractors, or subcontractor employees to be assigned to any resulting contract. The Contractor shall align its hiring decisions to maintain a safe, drug-free environment for staff, parishioners, and visitors. The Contractor shall immediately (same day as notification) remove any employee or representative from Church property if deemed by the Church to be unfit for any reason.

Quantities

Item Number	Description	Quantity	Unit Price	Units	Total Price
1	Concrete	115		LF	
2	Excavation	168		CY	
3	Impermeable Liner	118		LF	
4	Triple-shredded Hardwood Mulch	8.5		CY	
5	Washed ASTM No. 78 Stone	12.5		TN	
6	Washed ASTM No. 57 Stone	49		TN	
7	NC Bioretention Media	83		CY	
8	Perforated 4 IN SCH 40 PVC	154		LF	
9	Non-perforated 4 IN SCH 4 PVC	26		LF	
10	4 IN SCH 40 PVC Threaded Cap	4		EA	
11	4 IN SCH 40 PVC Cap	4		EA	
12	4 IN SCH 40 PVC 45 Degree Coupling	4		EA	
13	4 IN SCH 40 PVC 90 Degree Elbow	2		EA	
14	4 IN SCH 40 PVC Tee	3		EA	
15	16 IN Corrugated Pipe	13		LF	
16	Oldcastle Infrastructure 1.5 FT x 1.5 FT Junction Box (Model: JB- 1818)	1		EA	
17	Pomona Pipe Supply Trash Rack	1		EA	
18	Anti—Skate Device	14		EA	
19	Washed River Rock	.2		TN	
20	Tree Protection	4		EA	
21	Catch Basin Protection	1		EA	

Note: these quantities are the Engineer’s estimate. It is the responsibility of the contractor to determine and verify all bid quantities. Include all material, labor, and associated expenses.