

Third Creek Presbyterian Church

2055 Third Creek Church Road

PO Box 217

Cleveland, NC 27013

704-278-4460

Email: thirdcreekpc@att.net

REQUEST FOR PROPOSAL

Proposal #TCPC 050114

For

Cemetery landscaping and tomb stone leveling

Issued on: July 1, 2014

Due by: August 15, 2014

Administered by: Gary Steele, Cemetery Committee Chair

SECTION I – INTRODUCTION AND INTENT OF RFP

Notice to Vendors

Proposals will be received by the Cemetery Committee for Third Creek Presbyterian Church from experienced, qualified vendors who specialize in landscaping and leveling tomb stones/markers for the following:

Proposals will be accepted until **August 15, 2014, 5:00 pm** at the Administrative Office of Third Creek Presbyterian Church Office Building, 2055 Third Creek Church Road, Cleveland, NC 27013 or PO Box 217, Cleveland, NC 27013. Complete specifications and instructions are attached herewith.

This Request for Proposal is for landscaping services to include filling holes with dirt and leveling the cemetery, to include reseeding dirt areas, to allow for mowing to be accomplished without damaging grave stones or lawnmowers. Tombstones will be leveled where needed. We expect the selected Contractor to begin work on **September 15, 2014**.

Submission of a proposal signifies the Contractor's agreement that its proposal and the content thereof are valid and will become part of the contract that is negotiated between Third Creek Presbyterian Church and the successful Contractor. All prices submitted with the proposal shall remain in effect for the contract period.

Sincerely,

Gary L. Steele
Cemetery Committee Chair

SECTION II -- GENERAL CONDITIONS and FINANCIAL PROVISIONS:

CONTRACTOR QUALIFICATION: The successful Contractor must be properly licensed to do business within the state of North Carolina. The successful Contractor shall have been in the Landscaping business for a minimum of two (2) years. The Contractor shall have a person available during normal business working hours to address any problems or complaints. The Contractor must be bonded.

PRICING: The Contractor warrants that the pricing stated herein shall remain firm for a period of one (1) year from the first day of the contract period. Pricing shall include all charges that may be imposed in fulfilling the terms of the contract.

HOURS: Hours of work shall **ONLY** be performed Monday through Friday and between the hours of 7:00 A.M. until 9:00 P.M. on Saturday between the hours of 9 A.M. until 1 P.M.

TERMS OF CONTRACT: The initial contract term will be from September 15, 2014 through October 30, 2014.

CONTRACT AGREEMENT: All subsequent contract agreements as a result of an award hereunder, shall incorporate all terms, conditions, and specifications contained herein, and in response hereto, unless mutually amended in writing.

SIGNED PROPOSAL CONSIDERED AN OFFER: Receipt of a signed proposal shall be considered an offer on the part of the Contractor. The terms, conditions and specifications of this proposal will become part of the contract, if the proposal shall be deemed approved and accepted by Third Creek Presbyterian Church. In the event of a default on the part of the Contractor after acceptance, Third Creek Presbyterian Church may take such action as it deems appropriate including legal action for damages or specific performance.

PAYMENT TERMS: Payment terms are NET 30 days following receipt of correct invoice. Invoices must be submitted to:

Third Creek Presbyterian Church Cemetery Committee
PO Box 217
2055 Third Creek Church Road
Cleveland, NC 27013

Third Creek Presbyterian Church is responsible for all payments to the Contractor under this contract.

SUBCONTRACTING: The Contractor shall not have the right or power to assign, subcontract, or transfer interest in this contract. The Contractor is prohibited from subcontracting any services covered in the scope of work.

CHANGES: Third Creek Presbyterian Church shall have the right, at any time, to alter the specifications to meet increased or decreased needs. If any such changes cause an increase or decrease in the cost or the time required for the performance, or otherwise affects any other provision of this agreement, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.

AVAILABILITY OF FUNDS: Any and all payments to the Contractor shall be deemed binding only to the extent of appropriated funds for the purpose set forth in this proposal.

NON-DISCRIMINATION: The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

GOVERNING LAWS: This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

ADVERTISING: In submitting a proposal to Third Creek Presbyterian Church, the Contractor agrees not to use the results of their proposal as a part of any commercial advertising without prior approval of Third Creek Presbyterian Church.

CONFIDENTIALITY OF PROPOSALS: In submitting a proposal the Contractor agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of Third Creek Presbyterian Church until after the award of the contract. Contractors not in compliance with the provision may, at the option of Third Creek Presbyterian Church, be disqualified from contract award. Only discussions authorized by the issuing agency are exempt from this provision.

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.

COST FOR PROPOSAL PREPARATION: Any costs incurred by Contractors in preparing or submitting proposals are the Contractors' sole responsibility. Third Creek Presbyterian Church will not reimburse any Contractor for any costs incurred prior to award of this contract.

TIME FOR ACCEPTANCE: Each proposal shall state that it is a firm offer which may be accepted within a period of 90 days following the submittal date, August 15, 2014. Although the contract

is expected to be awarded prior to that time, the 90-day period is requested to allow for unforeseen delays.

RIGHT TO SUBMITTED MATERIAL: All responses, inquiries, or correspondence relating to or in reference to this Request for Proposals, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Contractors shall become the property of Third Creek Presbyterian Church when received.

COLLUSIVE BIDDING: The vendor's signature on the Third Creek Presbyterian Church "Request for Proposal (RFP)" is a guarantee that the prices quoted have been arrived at without collusion with other eligible Contractors and without effort to preclude Third Creek Presbyterian Church from obtaining the lowest possible competitive price.

GENERAL INDEMNITY: The Contractor shall save and hold harmless, pay on behalf of, protect, defend, indemnify Third Creek Presbyterian Church, assume entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of Third Creek Presbyterian Church or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Contractor or their employees, including losses, expenses or damages sustained by Third Creek Presbyterian Church or Third Creek Presbyterian Church officials (including the Corporation President, Corporation Treasurer, the Session, as well as Third Creek Presbyterian Church officers, agents, and employees) from any and all such losses, expenses, damages, demands and claims. The Contractor further agrees to defend any suit or action brought against Third Creek Presbyterian Church or Third Creek Presbyterian Church officials (as outlined above) based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, the Contractor agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts required in the general liability insurance requirements. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

CONFLICT OF INTEREST: All Contractors must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee of Third Creek Presbyterian Church. All Contractors must also disclose in writing with their proposal the name of any employee of Third Creek Presbyterian Church who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches or subsidiaries. By submitting a proposal, the Contractor certifies that there is no relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this RFP.

ERRORS AND OMISSIONS: The Contractor shall not take advantage of any errors or omissions in this RFP. The Contractor shall promptly notify Third Creek Presbyterian Church of any omissions or errors found in this document.

INSURANCE COVERAGE: During the term of the contract, the Contractor at their 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. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

- **Worker's Compensation** - The Contractor shall provide 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 \$150,000.00, for bodily injury per accident. This insurance must include and cover all of the Contractor's employees who are engaged in any work under this contract.
- **General Liability** – The Contractor shall provide and maintain General Liability Coverage at a rate no less than \$250,000 per occurrence for bodily injury, personal injury and property damage.
- **Automobile** - Automobile Liability Insurance to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with this contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

INSURANCE REQUIREMENTS: 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.

OTHER INSURANCE PROVISIONS: The policy or policies are to contain, or be endorsed to contain, the following provisions:

- A. Contractor's insurance is to be considered primary for losses that occur as a direct result of the Contractor's actions.

B. Coverage shall state that the Contractor's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days written notice. The Contractor must include a copy of their insurance certificate with their proposal package. Upon award of this contract, the selected Contractor shall add Third Creek Presbyterian Church as a Certificate Holder to their insurance policy.

PROPOSAL OPENING: The proposal deadline is **August 15, 2014, 5:00 pm**. On that date and time the package containing the proposals from each responding Contractor will be opened. At that time the name of the Contractor and the cost(s) offered will be posted on the Third Creek Presbyterian Church Facebook site and/or Website. However, it must be noted that these costs and their components are subject to further evaluation for completeness and correctness. Therefore, the cost(s) posted at that time may not be an exact indicator of the Contractor's pricing position. Neither can the assumption be made that the Contractor with the lowest price offered will be awarded the contract. See **"EVALUATION CRITERIA"** and **"AWARD OF BID"** for further explanation on the components involved with the award of this contract.

EVALUATION CRITERIA: Third Creek Presbyterian Church, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Contractor. The proposals will be evaluated on a "best overall value" basis including, but not limited to, completeness and content of the proposal, pricing, quality, the Contractors ability to follow the specifications, the Contractors ability to provide a team of skilled, trained employees, the Contractors experience with similar projects and the Contractors responses to "Mandatory Issues". In addition to these considerations, the evaluators may request additional information, oral presentations or discussions with any or all of the responding Contractors to clarify elements of their proposal or to amplify the materials presented in any part of the proposal. However, Contractors 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 Contractor. Third Creek Presbyterian Church reserves the right to make independent investigations as to the qualifications of the Contractor. Such investigations may include contacting existing customers. Contractors should keep in mind that this is a Request for Proposals and not a request to contract. Third Creek Presbyterian Church reserves the unqualified right to accept or reject any and all proposals, and to waive any irregularities as may be permitted by law when it is deemed that such action will be in the best interest of Third Creek Presbyterian Church.

REFERENCE TO OTHER DATA: Only information which is received in response to this Request for Proposals will be evaluated. Reference to information previously submitted shall not be evaluated.

AWARD OF BID: Third Creek Presbyterian Church, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Contractor. Price will be a major consideration but will not be the determining factor in our selection. The award of this contract will be based and granted on **"BEST VALUE."** **"BEST VALUE"** will allow Third Creek

Presbyterian Church to consider factors beyond pricing such as whether the responsible Contractor is able to meet and/or exceed the required specifications. **“BEST VALUE”** will permit and reflect prudent stewardship of funds and trust. Award of the contract to one Contractor does not mean that the other proposals lacked merit. Award of the contract signifies that after all factors have been considered, the selected proposal was deemed most advantageous to Third Creek Presbyterian Church.

NOTIFICATION OF AWARD: After all prerequisites and specifications have been met by the Contractor and the award for Cemetery landscaping and Tomb Stone leveling has been made, the successful Contractor will be notified within ten(10) working days of this award. Third Creek Presbyterian Church will notify the successful Contractor in writing, either by a LETTER OF AWARD or a PURCHASE ORDER or both. VERBAL NOTIFICATION OF THE AWARD OF THIS CONTRACT IS NOT CONSIDERED A RELIABLE MODE OF NOTIFICATION AND, THEREFORE, WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.

TERMINATION FOR CAUSE: Third Creek Presbyterian Church reserves the right to terminate this contract at anytime for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause. Should Third Creek Presbyterian Church elect to terminate this contract for cause, Third Creek Presbyterian Church will notify the Contractor 30 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by Third Creek Presbyterian.

TERMINATION WITHOUT CAUSE: Third Creek Presbyterian Church and the Contractor may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.

SECTION III – EMPLOYEE GUIDELINES:

DRUG POLICY: The Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. The Contractor further agrees their employees shall comply with Third Creek Presbyterian Church’s Drug-Free Workplace Policy to include being a Smoke Free Workplace.

AUTHORIZED PERSONNEL: While engaged in the performance of this Cemetery landscaping and tomb stone leveling, only authorized employees of the Contractor are allowed at the Third Creek Presbyterian Church location where the work is being performed. During the performance of these services, the Contractor employees are not to be accompanied in the work area by acquaintances, family members, associates or any other person(s) who are not a current, authorized employee(s) of the Contractor.

EMPLOYEE GUIDELINES: The Contractor shall use only qualified personnel to provide the required services. The Contractor shall be responsible for insuring that employees abide by all rules and regulations set forth for the buildings and grounds.

SECTION IV – SAFETY:

SAFETY: The Contractor and any persons employed by the Contractor shall be required to adhere to all OSHA requirements and regulations that apply while performing any part of the work listed under the title “Scope of Work”. The Contractor and any persons employed by the Contractor shall be required to wear the following safety items as required by OSHA regulations while performing any part of the work listed under the title “Scope of Work”. These safety items are: steel-toed boots, gloves, hearing protection, and eye protection.

State and Federal Regulations: The Contractor shall perform all work in accordance with State and Federal safety regulations in regards to work zones, work areas, equipment, vehicles, tools and supplies. The Contractor shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations. Third Creek Presbyterian Church’s Session shall be given full access to inspect all aspects of the job, work zone, equipment, personal protective equipment and all areas and aspects of the job for compliance with OSHA, State, and Federal safety regulations. Should the Session identify any areas of concern, the Contractor shall, at his expense, address these concerns to the satisfaction of the Session. Should the Contractor fail to remedy any identified safety concerns, where feasible, the Session shall have functional authority to halt work until said safety concerns are corrected to the Session’s satisfaction. Should the Contractor fail to remedy any verifiable safety concerns identified by the Session, Third Creek Presbyterian Church, at its’ option may cancel any agreement, reserving for itself any remedies it may have for breach of contract.

Public Safety: The Contractor shall protect the safety and convenience of the general public. The Contractor shall perform work as needed and necessary to protect the general public from hazards.

SECTION V – PROPOSAL INFORMATION:

Questions regarding this RFP must be submitted in writing directly to **Gary L. Steele**, glsteele@hughes.net .

SECTION VI -- CONTRACTOR INFORMATION:

1. Owner of the Company _____

2. Location of the Company _____

3. List the number of years in business _____

4. Is your business full or part-time? _____

5. List the number of people employed on a regular basis. _____

6. Do you maintain an office that is staffed during normal daily working hours?

7. Who is the County's contact person in the event your firm is awarded the contract?

E-mail Address: _____

8. List at least four (4) references of firms (not residences) in which your company has provided lawn care and maintenance services within the past two (2) years.

Company Name	Contact Name	Phone Number

Section VII: Cost Proposal/Execution of Proposal

By submitting this proposal, the potential Contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- The Contractor can obtain insurance certificates as required within 10 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The Contractor has made site visits and is aware of prevailing conditions associated with performing these services.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions. If exceptions exist, they must be listed on a separate numbered sheet.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees to perform the services in accordance with the specifications and conditions in this RFP at the prices quoted, if this proposal is accepted within 90 days from the date of the opening.

CONTRACTOR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

E-MAIL: _____

BY: _____

Signature

Typed or printed name

Title

Date

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.