

Bid procedures for service contracts for the Royal Lakes Property Owners Association (POA)

Royal Lakes

Property Owners' Association P. O. Box 7328 Chestnut Mountain, GA 30502 **Introduction**: The Royal Lakes POA Board invites proposals to periodically provide services to that Board. This document stipulates the procedures to be followed when bidding for services to ensure that all bidders are treated fairly, equally and consistently.

The body of this document sets out the procedures for all services. "Appendix A" covers the specific requirements for "Landscaping and Grounds Maintenance". "Appendices" beyond "A" will be reserved for future services not yet defined.

BIDDERS SHOULD NOTE THAT ANY AND ALL WORK INTENDED TO BE SUBCONTRACTED MUST BE ACCOMPANIED BY BACKGROUND MATERIALS AND REFERENCES FOR PROPOSED SUBCONTRACTORS — NO EXCEPTIONS. SUBCONTRACTORS MAY NOT BE CHANGED DURING THE CONTRACT PERIOD UNLESS APPROVED IN WRITING BY THE ROYAL LAKES POA.

Submission deadline: bids may be received at any time after September 1 and before 5:00 p. m. on October 31 of each calendar year.

If no bids are received by the deadline, the incumbent contractor will be awarded the job under the same terms and conditions that contractor is currently operating under, unless a written modification has been received by the deadline. **Questions**: questions must be submitted in writing **only** by email at the following address: board@royallakespoa.com.

Questions will be answered by the appropriate individual(s) within 5 business days of receipt. **Questions and answers will be shared with all bidders.**

Confidentiality: bids are deemed to be the private and confidential property of the Board, and in **no instance** will the contents of any bid be shared with another bidder. Bids will be opened, evaluated and awarded only by those Board members with "a need to know" of the contents.

Submission procedure: proposals conforming to the requirements set forth in Appendix A may be submitted by U. S. mail or email. The proper addresses for both are:

U. S. mail – Royal Lakes POA Board

P. O. Box 7328

Chestnut Mountain, GA 30502

Email – board@royallakespoa.com

No bid arriving later than the deadline will be considered.

Any bid may be withdrawn by the bidder in the same manner.

Modification of bids: modification of bids already received will be allowed if submitted in writing prior to the bid deadline.

Opening, evaluating and contracting: bids may be opened at any time after the submission deadline. All bids satisfying the requirements will be evaluated to establish which of the bidders best fulfills the needs of the project, as stipulated in Appendix A. The Board anticipates entering into a contract with a single bidder to execute the proposed work. The bid process does not commit the Board to pay any costs associated in the preparation of any bid.

After the selection of a contractor, there may be a period of collaboration between the Board and the contractor to better define, elaborate upon and fix the contractor's exact and final scope of work, beginning with the awarding of the contract and ending on December 31. Work on the contract begins on January 1.

Form of contract: the form of contract will be made available to all bidders.

Proposal contents: proposals should include the bidder's description of the work to be performed, including:

- Level of work to be performed
- The team of people who will execute the work
- Equipment list
- Names, addresses and descriptions of key subcontractors
- The official contact in your firm, including two phone numbers, a street or Post Office Box address and at least one email address
- An alternate contact with the same above contact information

- At least two comparable previous projects the bidder has engaged, including telephone numbers of contacts with whom the bidder's previous performance can be discussed
- A schedule for the work
- Proof of insurance and bonding

Warranty: the contractor must warranty all products, work and services.

Cancellation of contract: the contract can be cancelled at any time due to non-performance on the part of the contractor. Non-performance may include, but not be limited to: failure to respond in a timely manner to attempts at contact by the Board, failure to correct problems brought to the contractor's attention by the appropriate Board contact and/or any other such instances that the Board considers failure to perform. The contractor will be given reasonable time to correct the issue(s). Appropriate time will vary with the seriousness of the problem and will be clearly stated to the contractor at the time issues are brought to their attention. All warnings and notifications must be in writing by the Board.

Modification of this bid process: it is recognized that this document may, from time to time, be modified to more accurately reflect the nature of our business. Modification will be by a majority vote of the Board.

Formally adopted by:

The Board of Directors,

Royal Lakes Property Owners Association

September, 2011