REQUEST FOR PROPOSAL

For

EXTERIOR LANDSCAPE MAINTENANCE

For

Cumberland Community Improvement District

For the Years 2018-2020

RFP for Cumberland CID
Landscape Maintenance Program
2018-2020

Overview

This Request for Proposal ("RFP") is issued by CUMBERLAND COMMUNITY IMPROVEMENT DISTRICT ("Owner"), to solicit competitive proposals for the Exterior Landscape Maintenance Program of the CUMBERLAND CID in COBB COUNTY, GA for the calendar years 2018-2020. The RFP includes instructions for the Contractors, a draft Exterior Landscape Maintenance Service Agreement ("Service Agreement") that details the type and level of service to be provided, and the 2018-2020 Landscape Maintenance Service maps detailing the areas to be bid on ("Work Area").

Sealed proposals are invited for all work as defined, suggested, or implied in the attached Service Agreement, as well as any addenda issued to Bidders prior to the submission of proposals.

This RFP does not guarantee that a Service Agreement will be awarded. Owner reserves the exclusive right to reject any or all proposals, in whole or in part, that it deems to be in the best interest of the Owner, and to waive any formalities or technicalities in any proposal received. Owner reserves the right to request modification of any or all proposals.

It is the Bidder's responsibility to have visited the Work Area and thoroughly familiarized itself with all conditions pertinent to the work in total as is indicated in the Service Description and Specifications (see Service Agreement – Exhibit "A"). No additional compensation nor relief from any obligations of the Service Agreement will be granted because of lack of knowledge of the site or conditions under which the work will be performed, i.e., general working conditions, labor requirements, weather conditions, accessibility, condition of the premises, any obstructions, drainage conditions and the actual grades.

Owner does not represent that it intends to accept the lowest price bid. If an award is issued, it will be made to the lowest price Bidder that Owner deems to be qualified, and for a bid determined in the sole discretion of the Owner to be in the best interest of the Owner. Owner reserves the right to award by items, groups of items, or total bid.

Proposals become the property of the Owner and no proposals or any materials used in the proposal will be returned to the Bidder.

Service Agreement Term

Owner and the selected Landscape Maintenance Contractor ("Contractor") will execute a Service Agreement for a term of three years ("Term"). The bid prices for all three years will be locked in for each of the three year periods per the quote submitted, and will not increase. Termination is pursuant to Section 5.1 of the Service Agreement. Upon expiration of the Term, Contractor shall perform the services on a month-to-month basis until either Party has provided the other Party thirty (30) days' written notice of its election to renew or terminate the Service Agreement. The Term will

begin on January 1, 2018.

RFP Documents and Instructions

This RFP includes a draft Service Agreement that includes a complete set of Proposal Bid Forms (see Exhibit "B" of the Service Agreement) which are for the convenience of the Bidders and are to be filled out and executed completely and returned as their bid. If Contractor wins the bid, the Proposal Bid Forms will become part of the parties' Service Agreement. The Proposal Bid Forms must be filled out and returned by the due date and time. Also included are the 2018-2020 Landscape Maintenance Service Maps. The Service Agreement explains in detail the level and degree of service to be supplied. The 2018-2020 Landscape Maintenance Service Maps detail where the level of service will be performed. Failure to supply any requested information may result in disqualification. Owner reserves the right to request additional information if clarification is needed. Additional information requested shall be submitted in writing. Bidders may direct questions regarding the RFP to Roxanne Plummer. Her email is rplummer@cumberlandcid.org. Her phone number is 770-538-5347. Her office hours are 6:00 AM-3:00 PM. Owner is not responsible for any misunderstanding by the Bidder of the documents, or explanations of the RFP whether orally or in writing.

Proposal Delivery

All proposals are CONFIDENTIAL. Proposals will be received by Cumberland Community Improvement District no later than 11:00 AM on September 25, 2017, at which time all proposals shall be privately opened. It is the Bidder's responsibility to ensure that it bid is received by Owner by the deadline. Any incomplete bids will be rejected in whole. No exceptions will be made unless the Cumberland CID sends a written exception.

All proposals received prior to the scheduled opening time will be securely kept until the time and date stated above for opening the proposals at which time all proposals will be privately opened.

The Proposal may not be withdrawn prior to midnight 12/31/2017. During this time all provisions of the Proposal shall be in effect, including prices.

Proposals may be submitted electronically, mailing or by dropping off a hardcopy. No oral proposals will be accepted.

Mailed bids:

Cumberland CID
PO Box 671868
Marietta, GA 30006
Attn: Roxanne Plummer

Deliver hardcopy bids to:

Cumberland CID
(Housed in the Cobb Chamber of Commerce)
240 Interstate N Pkwy
Atlanta, GA 30339
Attention: Roxanne Plummer

{Cobb Chamber of Commerce. Normal office hours are 7:00 a.m. to 4:00 p.m.}

Electronic bids are submitted to: **rplummer@cumberlandcid.org**

Proposals become the property of the Owner and no proposals or any materials used in the proposal will be returned to the Bidder.

Submitted proposals should only include section IV of this package.

Bidder Instructions/Checklist

1. Insurability and Bond Ability

Each Bidder shall supply with its proposal, evidence of insurability and/or bondability commensurate with the requirements specified in the Service Agreement (see Article Three – Warranties, Liabilities, Indemnities, and Insurance).

2. Pricing Instructions

Bidders shall submit their price information on the "Summary Bid Form" and the "Itemized Bid Forms" (see Service Agreement – Exhibit "B") with all blank spaces completed. Bidders shall also sign the "Summary Bid Form" and "Itemized Bid Forms" and complete the bidder name and address information. Each line item price identified on all Itemized Bid Forms (see Service Agreement – Exhibit "B") shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit.

3. Substitutions

Bidders will not be allowed to make any substitution(s) in materials, quantities or frequencies during the bid process. Bidders shall complete the Summary Bid Form and Itemized Bid Forms (see Service Agreement – Exhibit "B") using the quantities identified.

4. Contractor Resume

Each Bidder shall submit with its proposal a complete resume of experience and qualifications. The information shall include at least the following: years the Bidder's company has been in business, customer references for comparable jobs, identify if any jobs that show experience working in GDOT and/or County right of way, their completed size and approximate dollar value.

5. Signature and Legibility

The name, address and signature of the Bidder and the price information shall be clearly and legibly written on the Summary Bid Forms and Itemized Bid Forms (see Service Agreement - Exhibit "B") and Bidder's Proposal shall be signed by a person legally authorized to bind the Bidder to a contract only on submitted hard copies.

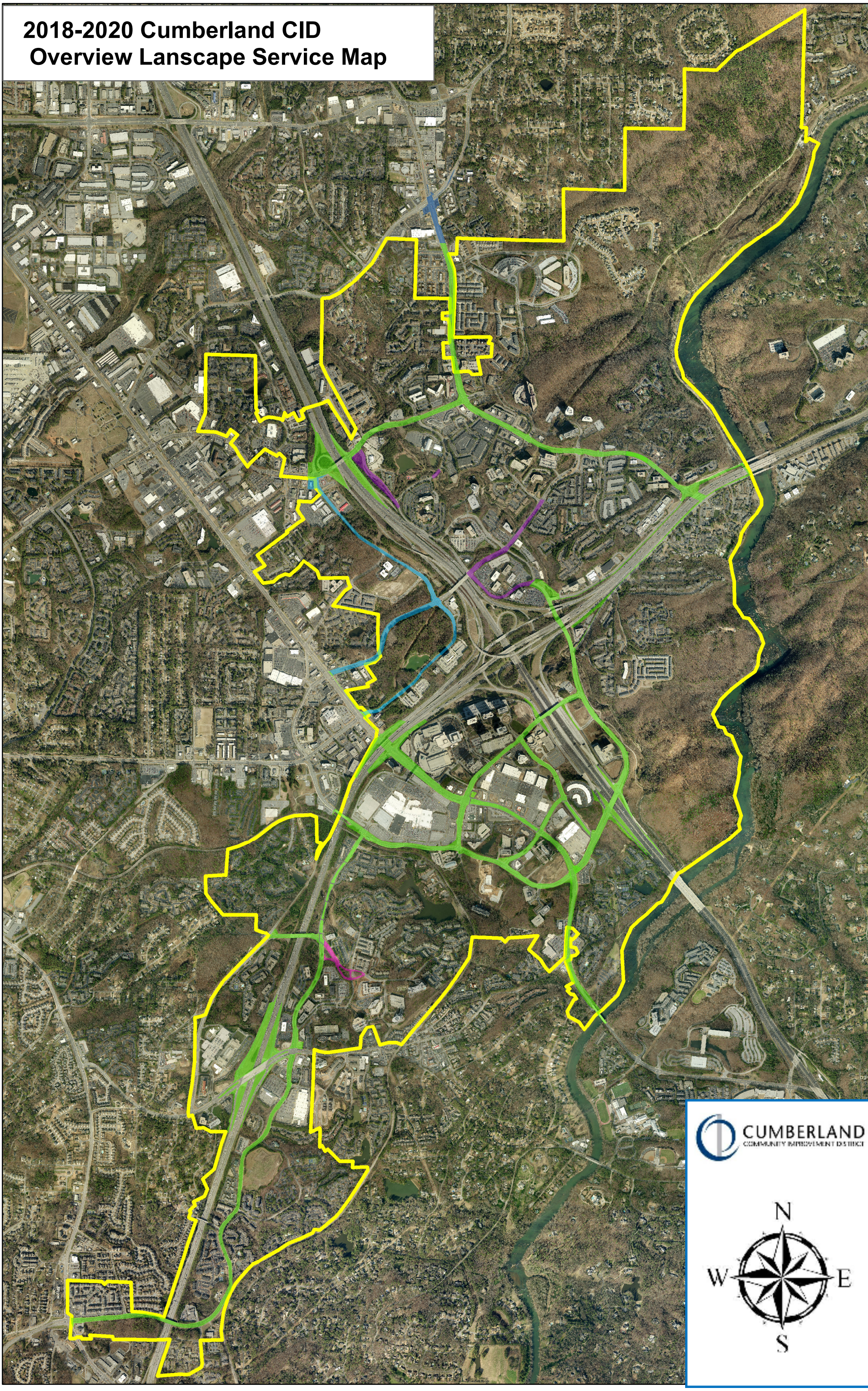
6. Inspection of Contractor's Facilities

Owner may, upon selecting a Contractor for this work, within 10 days send its representative(s) to visit the Contractor's facilities before executing a Service Agreement.

7. Material Quantities

It is the Contractor's responsibility to confirm all material quantities.

8. Familiarity of Laws

The Contractor is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Contractor will in no way relieve it from responsibility.

2018-2020 Cumberland CID
Overview Lanscape Service Map