

BAXLEY, GEORGIA
REQUEST FOR PROPOSAL
Leaner and Hanger Removal Services

Dual Point of contact for this proposal: Please copy both contacts on emails.

Kerri Orvin, City Manager, manager@baxley.org

ER Assist Grant Manager: ga-baxley@erassist.com

Responses are due no later than **March 24th, 2025; 10:00 AM ET.**

Required Documents for Submission in DFS Procurement Portal:

Copy of Insurance

Copy of Drug Free Workplace Policy

RESPONSE DELIVERY:

Bid and all required forms shall be submitted through the DFS Procurement Portal:

dfs.bonfirehub.com

GENERAL TERMS & INFORMATION:

Proposals and all required documents must be submitted online to the DFS Procurement Portal (hereinafter “DFS Portal” or “Portal”) at dfs.bonfirehub.com no later than **March 24, 2025 at 10:00 AM**, local time (ET).

Do not respond to this RFP if you will not be able to fully provide services to the City of Baxley.

Submittals received after the closing time will not be accepted. Multiple submittals from the same entity will not be accepted.

Submission is electronic only through the DFS Portal. Hard copy proposals or offers by telephone, fax, or email will not be accepted.

Award will occur at the City of Baxley City Council meeting on March 26, 2025 at 8:30 AM in the Baxley City Hall, at 282 East Parker Street, Baxley, GA 31515.

Addenda regarding this RFP will be posted to the DFS Portal at dfs.bonfirehub.com. Proposers are responsible for obtaining addenda and are advised to check the website frequently.

Questions regarding this RFP are to be submitted to dfs.bonfirehub.com. For questions regarding portal registration or navigation, please email: procurement@erassist.com.

All proposals must be properly certified by the entity bidding for the work and signed by an officer, director or owner that has authority to bind and commit the Contractor to perform said work and services.

Proposals should contain enough information for the City to make an evaluation; however, overly complex or excessive proposals will be a burden to the proposal scoring committee and should be avoided.

This RFP may be used by other agencies under cooperative agreements.

The City of Baxley complies with all civil rights provisions and federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the City does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment of the City's programs and activities, as well as the City's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the City's nondiscrimination policies may be directed to the City Administrator.

The City of Baxley encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, the City of Baxley encourages all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises.

RIGHTS OF THE CITY OF BAXLEY IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the City, under state law and City ordinances, the City specifically reserves the following:

- a) The City reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b) The City reserves the right to select the proposal it believes will serve the best interest of the City.
- c) The City reserves the right to accept or reject any or all proposals.
- d) The City reserves the right to cancel the entire request for proposal.
- e) The City reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f) The City reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.
- g) The City reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submission based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Georgia apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

CITY INDEMNIFICATION:

The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a) The selected contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b) In the event of a corporate acquisition and/or merger, the selected contractor shall provide written notice to the City within thirty (30) calendar days of the selected contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for the purpose of this Agreement.

ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFP from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the selected contractor shall provide such additional requirements as may become necessary.

OTHER GENERAL CONDITIONS:

- a) Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer.
- b) Contractor shall be listed within the Federal System for Award Management (SAM) website (www.sam.gov).
- c) The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- d) This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by the Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Baxley shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- e) At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- f) Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential data.
- g) Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this request for proposals or a resulting contract shall be controlled by Georgia law in the Circuit Court of Appling County, Georgia. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

1.0 GENERAL

- 1.1 The purpose of this contract is to remove and dispose of leaners and hangers from City Maintained Right of Ways (ROW). This contract will be awarded on a 30-day basis, and may, at the City's discretion, be extended. **Due to public health and safety, work must be completed in a timely manner**
- 1.2 Any damage to public property, sidewalks, curbs, or streets outside of shall be repaired at the expense of the Contractor.

- 1.3 Leaner and hanger removal must fall within the guidelines of the FEMA PA Guide FP-104-009-2 [Public Assistance Program and Policy Guide Version 5](#).
- 1.4 The Contractor shall use equipment and perform work in a manner to prevent damages to the private and public infrastructure facilities in the ROW, including gas meters and all landscaped areas. The Contractor shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the City.
- 1.5 All equipment shall be approved by the City prior to use via truck certification. No tracked equipment (rubber or steel) can be used on roads.
- 1.6 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state and local governments or agencies, or of any public utilities.
- 1.7 The City and governmental agencies reserve the right to inspect vehicles, equipment, debris site(s), and to verify quantities, and review operations at any time.

2.0 SCOPE OF WORK FOR LEANER AND HANGER REMOVAL

- 2.1 Hazardous limbs are considered eligible debris and are defined as limbs greater than two inches in diameter that are still hanging in the tree and are threatening a public use area, such as a trail, sidewalk, road, etc.
- 2.2 Hazardous Trees. Trees in the public ROW with a split trunk, broken canopy, or leaning at an angle greater than 30 degrees, are considered eligible debris. Holes present as a result of uprooted trees in the public ROW shall be filled to ground level.

3.0 REQUIRED CONFIRMATIONS & CERTIFICATIONS

- 3.1 The following forms are provided in this RFP. In lieu of signatures, Proposers must review each form and enter their response as directed in the Required Information section of the Portal. The confirmation or declaration statement respondents will be required to respond to for each form, as well as any documentation requirements, are provided in a gray box at the bottom of each Attachment. All responses must be true and accurate.
 - Attachment 1: Certification and Sample Cost Proposal Form
 - Attachment 2: NON-COLLUSION DECLARATION
 - Attachment 3: CERTIFICATION REGARDING LOBBYING
 - Attachment 4: FORM 200.321 AFFIRMATIVE STEPS
 - Attachment 5: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION
 - Attachment 6: CONFLICT/NON-CONFLICT OF INTEREST STATEMENT
 - Attachment 7: DRUG-FREE WORKPLACE AFFIDAVIT

| <u>PROPOSAL EVALUATION CRITERIA</u> | |
|--|---------------|
| CRITERIA | POINTS |
| Contractor's Experience, Past Performance, Credentials of Contractor and Team <ul style="list-style-type: none"> ▪ Experience in debris removal and disposal ▪ Experience with federal reimbursement programs ▪ Familiarity with damage and roads of City and Cities within the City ▪ Current and past performance record of contractor and subcontractors ▪ Sufficient financial resources to perform the contract operations or the demonstrated ability to obtain sufficient resources. ▪ Contractor integrity and current and past compliance with public policies including affirmative steps for subcontracting and equal opportunity and nondiscrimination laws | 20 |
| Proposal/Work Plan <ul style="list-style-type: none"> ▪ General work plan as well as specific plan for City, including cities ▪ Communication plan for/with the City ▪ Stated guarantee of immediate availability of equipment, including specialty equipment. ▪ Availability of equipment capable of accessing parks, rights of way, and potentially private property without damaging property ▪ Availability and ability of key personnel to perform contract operations | 15 |
| Price – Contractor's Cost Proposal Score Calculated as Follows: $[1 - (B-A)/A] \times C = \text{Final Cost Score}$ A - the lowest Offeror's cost B - the Offeror's cost being scored C - the maximum number of cost points available <i>Note: If the formula results in a negative number (which will occur when the Offeror's cost is more than twice the lowest cost), zero points shall be assigned.</i> | 50 |
| References | 15 |
| Total Score | 100 |
| Interviews (Optional at City's discretion) | 20 |
| Total with Interviews | 120 |

Attachment 1: Certification and Sample Cost Proposal Form

Proposing Certification: I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the rates quoted in my Proposal. I agree that my Proposal will remain in effect for a period of up to one hundred eighty (180) days.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the Contract.

I certify this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service. I further certify that no officer, employee or agent of City or of any other Proposer has a financial interest in this Proposal. I further certify that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

DFS Portal Confirmation / Declaration:

By completing and submitting the Cost Proposal Form/BidTable in the DFS Portal, you are certifying all of the above as well as all prices and data entered in the Cost Proposal Form/BidTable in the DFS Portal.

Of Note: *The "Sample Cost Proposal Form" provided on the following pages is provided for reference or contractor use only and should not be included in the Technical Proposal. Pricing will be scored solely on the prices entered into the Cost Proposal Form/BidTable in the DFS Portal.*

SAMPLE COST PROPOSAL FORM

City of Baxley - Debris Removal and Disposal Services

Not all line items may be used. Quantities listed are estimates only. Bidding \$0 on a proposed cost per unit may result in a proposal being deemed non-responsive. If intending to not charge for a service, please use \$0.01 vs \$0.00.

This form is for reference only. Do not include in Technical Proposal.

| # | Description | Unit | Proposed Cost per Unit | Estimated Qty | Extended Price (Proposed Cost x Est. Qty.) |
|---|---|------|------------------------|---------------|---|
| 1 | Leaning/Hazardous Tree Removal, 6" – 12" (Cut and Drop) | EACH | | 5 | |
| 2 | Leaning/Hazardous Tree Removal, 13" – 23" (Cut and Drop) | EACH | | 4 | |
| 3 | Leaning/Hazardous Tree Removal, 24" - 36" (Cut and Drop) | EACH | | 4 | |
| 4 | Leaning/Hazardous Tree Removal, greater than 36" (Cut and Drop) | EACH | | 1 | |
| 5 | Removal of Hanging Limbs (Hangers) (Per Tree) (Cut and Drop) | EACH | | 100 | |
| 6 | Haul all debris to landfill | TON | | 100 | |

Attachment 2: NON-COLLUSION DECLARATION

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct.

DFS Portal Confirmation / Declaration:

Do you confirm that you have read the Non-Collusion declaration and therefore declare under penalty of perjury under the applicable laws that the Non-Collusion Declaration is true and correct? (Y/N)

Attachment 3: CERTIFICATION REGARDING LOBBYING

The undersigned certifies that, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
3. The undersigned shall require that the language of this certification be included in the award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DFS Portal Confirmation / Declaration:

Do you, the Contractor, confirm that you have read the Certification Regarding Lobbying form and certify or affirm the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any. (True/False)

Attachment 4: FORM 200.321 AFFIRMATIVE STEPS

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS §200.321

The City is required to take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. If contractor uses subcontractors, they are also required to take the following affirmative steps:

1. Placing qualified enterprises on solicitation lists.
2. Assuring that enterprises are solicited whenever they are potential sources.
3. Dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by enterprises.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

DFS Portal Confirmation / Declaration:

Do you confirm that you have read the 200.321 Affirmative Steps Confirmation and agree to take the listed affirmative steps when using subcontractors. (Y/N)

**Attachment 5: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION**

Neither the entity or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

DFS Portal Confirmation / Declaration:

Do you confirm that neither the entity nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency? (Y/N)

Attachment 6: CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

To the best of our knowledge the bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project. [SELECT YES IF TRUE]

OR

The bidder, by attachment, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. [SELECT NO IF TRUE & UPLOAD DOCUMENTATION]

Failure to answer appropriately may result in disqualification of your bid.

DFS Portal Confirmation / Declaration:

Do you confirm that to the best of your knowledge the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project? (Y/N)

If answered no, documentation must be uploaded containing information regarding what may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Attachment 7: DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned certifies that the responding firm has taken steps to :

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed, a copy of the drug- free workplace statement.
4. In the statement specified in drug-free workplace statement, notify the employees that as a condition of working on the commodities or contractual services that are under bid the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above requirements.

DFS Portal Confirmation / Declaration:

Do you confirm that you have read the Drug-Free Workplace Affidavit and certify that the responding company complies fully with the listed requirements? (Y/N)

- *Upload the contractor's Drug Free Workplace Policy*