



City of Jasper

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Anne Sneve
Jim Looney
Brandon Hannah

Deputy City Manager
Kim Goldener

REQUEST FOR PROPOSALS for Stormwater Repairs RFP 2025-004

RFP Release Date

June 19, 2025

Proposal Submittal Deadline

July 21, 2025
2:00 p.m.

Questions with regards to submissions, process, or
proposals can be emailed to:

Lorrie Waters
City Clerk / HR Director
Lorrie.waters@jasper-ga.us

200 Burnt Mountain Road • Jasper, GA 30143 •
706-692-9100 • www.jasper-ga.us

REQUEST FOR PROPOSALS

for

Stormwater Repairs

NOTICE IS HEREBY GIVEN that the City of Jasper (“City”) is issuing this Request for Proposals (“RFP”) for preparation of repairing stormwater infrastructure.

Respondents are solely responsible for ensuring proposals are received by the City on or before the submittal deadline. Proposals must be received no later than 2:00 p.m. EST, on July 21, 2025, at the following address:

City of Jasper
Attn: Lorrie Waters
200 Burnt Mountain Road
Jasper, GA 30143

The full Request for Proposal can be examined at the following locations:

*City of Jasper, 200 Burnt Mountain Road, Jasper, GA 30143

*City of Jasper website – www.jasper-ga.us/notices.htm

*Georgia Procurement Registry website - <https://ssl.doas.state.ga.us/gpr/index>

An original copy must be signed by a representative authorized to bind the company. The original signed proposal and five (5) duplicates are to be submitted in a sealed package with the name of the respondent and RFP title “Stormwater Repairs” clearly marked on the outside of the package. An electronic copy on a flash drive or CD must accompany the proposal in a separately sealed envelope titled “Stormwater Repairs – Electronic Copy” and shall be included within the submitted sealed envelope.

Failure to comply with the requirements set forth in this RFP may result in disqualification. Submitted proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing before the submittal deadline. Proposals cannot be changed or withdrawn after the submittal deadline. No handwritten notations or corrections will be allowed. The Respondent is solely responsible for all costs related to the preparation of the proposal.

The City reserves the right to reject any or all proposals and to waive any minor informalities or irregularities contained in any proposal. Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract.

The contract award, if any, will be made to the Respondent who, in the City’s sole discretion, is best able to perform the required services in a manner most beneficial to the City.

Introduction

The City of Jasper is accepting Proposals for a qualified professional company to conduct repairs of stormwater infrastructure in the City. The RFP is intended to provide a common and uniform set of instructions to guide Respondents through the development of proposals.

There is no expressed or implied obligation for the City to reimburse respondent for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the Georgia Open Records Act, unless respondent identifies proprietary or confidential information as provided in the proposal.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposers. At the discretion of the City, respondents submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the respondent of the conditions contained in the request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Jasper and the respondent selected.

It is anticipated the selection of a company will be completed by August 4, 2025. Following the notification of the selected respondent, a recommendation and proposed contract will be prepared for review and approval by the City of Jasper Council at its public meeting following notification. The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.

Proposals must be responsive to the City's request. The City shall determine the most responsive and qualified company providing the best service and shall then seek to negotiate a contract for a fair and reasonable price.

The request for proposals does not obligate the City to award a contract or complete the project and the City reserves the right to cancel the solicitation if deemed in its best interest.

Scope of Services

The project(s) are located throughout the City at various locations. The general locations for the proposed scope of work include the following:

- culvert along Squaw Valley Road just before Laurel Lane;
- culvert repair along Stegall Drive just before Mary Street; and/or
- adjusting curbing for stormwater at the intersection Mary Street/Stegall Drive at the northeastern corner of the road.

The City has not commissioned engineering work on the proposed scope of work; however, the successful respondent will be expected to provide a proposed scope of work to remedy the deficiencies as identified. The City is desirous of receiving proposals for each project along with a total lump sum for all projects. The City reserves the right to select none, one or all the projects.

Evaluation Criteria

- A recommendation for respondent selection will be made to City Council based on the “best value” evaluation of the proposals/qualifications, which will take into account the construction team’s qualifications, comparable experience, and availability to undertake the project(s) through providing a planned successful scope of work complete the tasks timely, and deliver a high-quality work product.
- All interested parties are encouraged to submit proposals to the RFP. The company’s capabilities, competence and capacity will be considered. The City reserves the right to choose the overall best respondent according to the City’s criteria. The City, and its designated representatives, shall be the sole judge of its own best interest, the proposal, and the resulting negotiated agreement. The City’s decisions will be final.

Submittal Requirements

- Sealed Proposals:
An original copy must be signed by a representative authorized to bind the company. The original signed proposal and five (5) duplicates are to be submitted in sealed package with the name of the respondent and RFP title “Stormwater Repairs” clearly marked on the outside of the package. An electronic copy on a flash drive or CD must accompany the proposal in a separately sealed envelope titled “Stormwater Repairs – Electronic Copy” and shall be included within the submitted sealed envelope.

Respondents are solely responsible for ensuring proposals are received by the City on or before the submittal deadline. Proposals must be received no later than 2:00 p.m. EST, on July 21, 2025, at the following address:

City of Jasper
Attn: Lorrie Waters
200 Burnt Mountain Road
Jasper, GA 30143

- Inquiries about this RFP: All inquiries and questions regarding this RFP shall be in

writing and directed to: Lorrie Waters, City Clerk, lorrie.waters@jasper-ga.us. The deadline for submission of any questions shall be Thursday, July 3, 2025, at 2:00pm. No questions will be answered until after the deadline has lapsed. Do not call or email any other employee or elected official seeking answers to questions. If any person or entity violates the prohibition against calling or emailing others with questions, the City of Jasper reserves the right to immediately remove said person or entity from consideration. Questions and Answers will be distributed to all interested parties through a formal written addendum to the RFP prior to the submittal deadline. All addendums will be posted on the city website: www.jasper-ga.us.

- *Letter of Interest*: Please include a letter expressing the respondent's interest in being considered for the project. Include a statement regarding the respondent's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the respondent and all key project staff to provide specified services.
- *Proposed Scope of Services and Approach*: Please provide a Proposed Scope of Services, which is based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. The City is desirous of receiving proposals for each project along with a total lump sum. The City reserves the right to select none, one or all the projects. Describe your approach to completing the project successfully; methodologies and technologies you would employ; key milestones and processes you would employ. Describe what information you would expect the City to supply.
- *Relevant Experience*: Please provide a minimum of three (3) specific examples of the respondent's relevant projects for which the respondent has performed similar services of similar size, scope, and complexity. Include the name, contact person, address, phone number and/or e-mail of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.
- *Work Schedule*: Provide a realistic proposed schedule designed to meet the City's objectives with key deliverables, milestones, and tasks, including dates for completion of the final reports.
- *Project Manager*: Please include information about the specific relevant experience for the proposed Project Manager. A Project Manager must be designated and must be the principal contact for the City. Information on the experience of the Project Manager (on similar projects) and at least two references for the Project Manager.
- *Staff and Availability*: Provide resumes of key personnel who will be assigned to the delivery of the project and their availability.
- *Conflict of Interest Statement*: The respondent shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract.
- Preliminary phase will not be awarded by cost but as follows:
 - Submittals (minimum of 2) are determined by best value – not price criteria.
 - Informal discussion then allowed with top candidates.
 - Top choice enters final discussions for cost of the project.
 - If unable to reach an agreement the City reserves the right to go on to the next highest valued candidate.
- *Manner of Payment*: Progress payment will be made on a percentage of completion during

the course of the engagement and out-of-pocket expenses incurred in accordance with the respondent's proposal. Interim billings shall cover a period of not less than a calendar month.

- Permits: The contractor shall be required to obtain applicable permits as required by the City of Jasper if applicable.
- Evidence of Insurance: The Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project. The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Contract, or in connection in any way whatsoever with the contracted work.
- W-9
- E-Verify/Save Affidavit
- Bid Security: Each proposal must be accompanied by a certified check or by a Bid Bond in an amount equal to not less than 5% of the amount of the bid.

Award Procedures

The review process for evaluation of proposals will be sequential as follows:

1. Issuance of a written Request for Proposal indicating in general terms of what is sought to be procured, specifying the factors that will be used in evaluating the proposal, indicating whether a numerical scoring system will be used in evaluation of the proposal, and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities, specifications or qualifications that will be required.
2. Public notice of the Request for Proposal at least 4 weeks prior to the date set for receipt of proposals by posting on an electronic procurement website or other appropriate websites. The City may also publish in a newspaper of general circulation in the area in which the contract is to be performed so as to provide reasonable notice to the maximum number of offerors that can be reasonably anticipated to submit proposals in response to the particular request. In addition, proposals may be solicited directly from potential respondents.
3. The City may engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews may occur. The offerors are encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, offerors will be informed of any ranking criteria that will be used by the public body in addition to the review of the professional competence of the offeror. At the discussion stage, the City may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services.
4. At the conclusion of discussion, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the City will select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.
5. Negotiations will then be conducted, beginning with the offeror ranked first.

- a. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the City, the award will be made to that offeror.
 - b. Otherwise, negotiations with the offeror ranked first will be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price.
 - c. If the City determines in writing and in its sole discretion that only one offeror provides the best value qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.
6. Except as provided in this section, all proceedings, records, contracts, and other public records relating to procurement transactions will be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Open Records Act O.C.G.A. §50-18-70 et seq.

General Terms & Conditions

- Proposals shall be submitted at the place and time specified. No responsibility will be attached to any Officer or Agent for the premature opening of a proposal not properly addressed and identified.
- It is the responsibility of the Offeror to assure that the proposal is delivered to the place designated for receipt of proposals prior to the closing time set for receipt of proposal. No proposal received after the time designated shall be considered.
- If any respective Respondent has questions about the specifications or other solicitation documents, the prospective Offeror should contact the City of Jasper's City Clerk in writing no later than July 3, 2025 by 2:00 PM EST.
- Respondents are advised that oral explanations or instructions given by City Personnel during the Request for Proposals process, or at any time prior to the award shall be nonbinding.
- Persons intending to submit a proposal are specifically cautioned that the Offeror is barred from pleading misunderstanding or deception because of estimates of quantities, character, location or other conditions surrounding the same.
- Modifications, additions or changes to the Terms and Conditions of this Request by the Offeror may be cause for rejection.
- Any proposal in response to this solicitation shall be valid for 60 days. At the end of the 60 days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until a contract is executed or the solicitation is cancelled.
- By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred with any public employee having official responsibility for this sales or lease transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
- By submitting their proposal, the Respondents certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the

provisions of the Federal Immigration Reform and Control Act of 1986.

- By submitting their proposals, Offerors certify that they are not currently debarred by the State of Georgia from submitting proposals on contracts for the type of services covered by the solicitation, nor are they an agent of any person or entity that is currently debarred.
- The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to complete the requirements of the contract, and the Offeror shall furnish to the City all such information and data for this purpose as may be requested. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of the Offeror fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract.
- Evaluation Criteria: The Respondent selection will be based upon the proposal that is responsive, responsible, and the most advantageous to the City, as determined by the City in its sole discretion. The City intends to award a contract, subject to the terms of this RFP, to the best overall valued respondent. Respondents will be prioritized based on past experience and performance, current performance capability, and other criteria as outlined in this document. The City anticipates that all respondents will have a fair and reasonable opportunity to provide service. The City reserves the right to add/delete/modify criteria or times, via an addendum, if it is in the City's best interest, as determined by the City in its sole discretion.
- Award Criteria: Issuance of this RFP does not compel the City to award a contract. The City reserves the right to reject any or all proposals wholly or in part and to waive any technicalities, informalities, or irregularities in any proposal at its sole option and discretion. The City reserves the right to request clarification or additional information. The City reserves the right to award a contract, to resolicit proposals, or to temporarily or permanently abandon the procurement. Due consideration will be given to price and the ability of the Offeror to satisfy the preferences contained within this request. The City also reserves the right to conduct any tests it may deem advisable and to make all evaluations.
- Ownership of Proposal: All materials submitted in response to this RFP ultimately become public record and shall be subject to inspection after the contract award, unless the respondent designates certain information as proprietary as outlined above. Unrestricted disclosure of proprietary information places it in the public domain. Neither cost nor pricing information nor the total Proposal shall be considered confidential or proprietary unless the proposal specifies or designates it is confidential. The City reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the respondent of the conditions contained in the request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Jasper and the respondent selected. Deliverables per awarded contract will remain the property of the City.
- Release of Claims, Liability, and Preparation Expenses: Under no circumstances shall the City be responsible for any proposal preparation expenses, submission costs, or any other expenses, costs, or damages of whatever nature incurred as the result of a respondent's participation in this RFP process. The respondent understands and agrees that it submits its proposal at its own risk and expense and releases the City from any claim for damages or other liability arising out of the RFP and award process.
- Errors in Proposals: The City shall not be liable for any errors in the respondent's proposal.

No modifications to the proposal shall be accepted from the respondent after the submittal date and time. The respondent is responsible for careful review of its entire proposal to ensure that all information is correct and complete. Respondents are responsible for all errors or omissions contained in their proposals.

- **Conflict of Interest:** Respondent covenants that the company, its officers, employees and/or agents presently have no interest, and shall not acquire any interest, direct or indirect, financial, or otherwise, which would conflict in any manner or degree with the performance of the services requested herein by the City. Respondent further covenants that, in the performance of any contract or agreement resulting from this RFP, no subcontractor or person having such an interest shall be employed. Respondent certifies that to the best of respondent's knowledge, no one who has or will have any financial interest under any contract or agreement resulting from this RFP is an officer or employee of the City.
- **Collusion:** Each respondent certifies that the company, its officers, employees and/or agents are not a party to any collusive action, fraud, or any action that may be in violation of the Sherman Antitrust Act. The respondent certifies that the company, its officers, employees and/or agents have not offered or received any kickbacks or inducements from any other bidding respondent, supplier, manufacturer, or subcontractor in connection with the proposal and that the company, its officers, employees and/or agents have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. Any or all bids shall be rejected if there is any reason to believe collusion exists among the bidding respondents. More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidding respondent has interest in more than one proposal for the work being proposed may result in rejection of all bids in which the bidding respondent is believed to have interest.
- **Equal Employment Opportunity Compliance:** The selected respondent shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The respondent shall take affirmative action to ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, creed, color, sex, national origin, age, or physical handicap.
- **Terms of Agreement and Termination:** If a bidding respondent is selected for an Agreement, then it would become effective upon execution by all Parties and it would continue in full force and effect until terminated upon thirty (30) days' prior notice by either Parties, upon Default of either Party as set forth in the mutually signed agreement, or upon mutual agreement of the Parties. The City shall have the right to terminate Services on a Project if the selected Party does not satisfy its obligations set forth in the Agreement and any attached Statement of Work relating thereto. The City agrees to pay selected Party for all Services provided and expenses incurred through the date of termination.
- **Potential Offerors** shall be allowed to personally and visually inspect the properties associated with this RFP on June 26th. Any interested offerors will meet on the aforementioned date at Jasper City Hall (200 Burnt Mountain Road, Jasper, Georgia) at 2:00pm whereupon a quick synopsis of the scope of services will be discussed with a departure thereafter to the various sites. An alternate date may be able to be arranged.

Inquiries regarding the availability of an alternate date should be directed to Lorrie Waters at lorrie.waters@jasper-ga.us.

Codes & Standards

The Offeror, its officers, agents, employees, and any subcontractors, in the performance of this Agreement shall comply with all applicable statutes and laws of the United States and the State of Georgia, the Charter and ordinances of the City of Jasper, and the applicable rules and regulations of the agencies of each.

Evaluation Matrix

<u>Criteria</u>	<u>Maximum Points</u>	<u>Points Scored</u>
1) Company Information & Experience	20	
2) Proposed Scope of Work	40	
3) Project(s) Delivery	40	
TOTAL	100	