



CITY of POOLER
— GEORGIA —

REQUEST FOR PROPOSAL (RFP)
City of Pooler, GA
Tree Removal and Tree Pruning Services

I. INTRODUCTION

The City of Pooler, Georgia (hereafter referred to as "CITY") located within the state of Georgia, is seeking proposals for Tree Removal, and Tree Pruning Services from responsible bidders.

II. PURPOSE

The purpose of this RFP is to establish a contractual agreement with a qualified contractor to provide tree removal, tree pruning, emergency response, and related services necessary to maintain public safety, protect public property, and preserve the health and appearance of trees located on City-owned properties, easements and rights-of-way.

III. SCOPE OF SERVICES

The selected contractor shall provide all labor, equipment, materials, supervision, and incidentals necessary to perform the following services: Tree removal and Tree Pruning services for the City of Pooler.

IV. EMERGENCY SERVICES

The selected contractor shall have a 24-hour response capability for any fallen or hazardous Trees and available during storms or natural disasters.

V. CONTRACT TERM

Two (2) one-year automatic renewal periods, unless terminated by either party with written notice.

VI. PROPOSAL TIMELINE

The anticipated schedule for the bid process is as follows:

RFP Release Date: February 20, 2026

Mandatory Pre-Bid Meeting: March 03, 2026, at 2:00 p.m.

Deadline for Submission of Questions: March 10, 2026, at 5:00 p.m.

Submission deadline and Bid opening: March 24, 2026, at 2:00 p.m.

VII. PROPOSAL SUBMISSION INSTRUCTIONS:

Proposals must be submitted by Tuesday March 24, 2026, at 2:00 p.m. Late submissions will not be considered. Proposals must be submitted in one of the following formats:

- A. Mail to: City of Pooler
Attn: City Clerk
100 US Highway 80 SW
Pooler, GA. 31322

- B. Deliver in person to: City Clerk
City of Pooler
100 US Highway 80 SW
Pooler, GA. 31322

Submit one original bid package inclusive of the entire Invitation to Bid document and required documents, including Exhibit A – Price Schedule, Exhibit B – Bid Acknowledgement Form, Exhibit C – Contractor Affidavit, and proof of Arborist Certification and/or Tree Care Industry Association (TCIA) Accreditation (If available). One hard copy and one electronic copy provided on a thumb drive.

The selected vendor will be responsible for delivering the project in full compliance with municipal and state regulations, including those specific to the State of Georgia, local zoning, permitting, and environmental laws.

VIII. PUBLIC BID OPENING

Bids will be publicly opened on Tuesday, March 24, 2026 at 2:00 p.m. at the following location:

Pooler City Hall
Second Floor – Training Room
100 US Highway 80 SW
Pooler, GA. 31322

IX. Contact Person

Matt Saxon
Assistant City Manager
Msaxon@Pooler-ga.gov
912-748-7261

X. QUESTIONS

All requests must be in writing. Any explanation desired by a Bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specifications, requirements, etc., must be requested in writing and with sufficient time allowed for a reply to reach Bidders before the submission of their bids. If any statement in the bidding documents, specifications, plans, etc., appears ambiguous to the Bidder, Bidder is specifically instructed to make a written request to Matt Saxon as outlined in the preceding sentence. Any information given to a prospective Bidder concerning the RFP will be furnished to all prospective Bidders, as an addenda to the Invitation, if such information is necessary to Bidders in submitting bids on the Invitation or if

the lack of such information would be prejudicial to uninformed Bidders. Oral explanations or instructions given before the award of the contract will not be binding. Questions must be submitted no later than March 10th at 5 p.m. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. It is the responsibility of the Bidder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to Matt Saxon as requested. Bidders may contact the above listed contact person to verify the number of addenda prior to submission. Addenda issued for this RFP will be posted on the City of Pooler's website at www.pooler-ga.gov. Bidder should regularly check the website for addenda.

XI. ATTORNEYS CLAUSE

Any awarded bid is subject to the execution of a contract between the bidder and the City of Pooler upon terms acceptable to the City, as approved by the City Manager and City Attorney.

XII. BIDDER INFORMATION

- A. Failure to return all pages of this Invitation to Bid may result in bid being deemed non-responsive.
- B. Minimum specifications are intended to be open and non-restrictive. Contractors are invited to inform the City of Pooler whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) business days prior to the scheduled bid opening will not be acted upon unless the City of Pooler rules that it is in the best interest of the City to consider.
- C. Brand names and numbers when provided in solicitations are for reference and to establish a quality standard. Any reference to a brand name shall not be construed as restricting Bidders to that manufacturer (unless "no substitutes" is stated). Bids on equal items will be considered, provided the bid clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement.
- D. By submitting a bid, Bidder warrants that any goods or services supplied to the City of Pooler meet or exceed the specifications set forth in this solicitation.
- E. If any supplies, materials, and equipment are provided to the City under this solicitation, then such items shall be new and in first-class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer's identification labels or marks have been removed, obliterated, or changed in any way. A Contractor delivering any such equipment to the City will be deemed to have breached the contract and appropriate action will be taken by the City of Pooler.
- F. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the Bidder cannot meet the required service delivery dates, a bid should not be submitted. Failure to deliver in accordance with the contract could result in the Contractor being declared in default.

- G. Bids may be withdrawn at any time prior to the bid opening.
- H. The City accepts no responsibility for any expenses incurred by Bidders who submit bids in response to this RFP. Such expenses are to be borne exclusively by the Bidders.
- I. It is the responsibility of each Bidder to ensure that its submission is received by 2PM on the bid due date. The time on the clock located in the City of Pooler bid opening space shall serve as the official authority to determine lateness of any bid. The bid opening time shall be strictly observed. Be aware that visitors to City Hall will go through a security screening process upon entering the building. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.
- J. The City reserves the right to decide which bid(s) will be deemed responsive and said determination shall be made in accordance with the requirements stated in this solicitation.
- K. Pursuant to O.C.G.A. §13-10-91, the City cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-Subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. The Bidder certifies that he/she has complied and will continue to comply throughout the contract term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term. Each Subcontractor agrees that in the event it employs or contracts with any sub-Subcontractor(s), each Subcontractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term.
- L. Bidders are cautioned to thoroughly understand and comply with all matters covered under the General Terms and Conditions section of this ITB. The successful Bidder(s) will enter into a contract approved by the City. The City's ITB document and attachments, subsequent addenda, and the Bidder's response documents are intended to be incorporated into a contract. All Bidders should thoroughly review this document prior to submitting a bid. Any proposed revisions to the terms or language of this document must be submitted in writing with the bid. Since proposed revisions may result in a bid being rejected if the revisions are unacceptable to the City, Bidders should review any proposed revisions with an officer of the firm having authority to execute the contract.
- M. Bids must be signed by an officer or agent of the firm having the authority to execute contracts.
- N. Bidders shall submit a copy of their current, valid business license with the Bid or upon award. Georgia companies are to submit a valid City business license. Contractors that are not Georgia companies are to provide a certificate of authority to transact business in the State of Georgia and a copy of a valid business license issued by its home jurisdiction. If Bidder holds a professional

certification which is licensed by the state of Georgia, then Bidder may submit a copy of its valid professional license with Bidder's bid or upon award unless the Minimum Specifications require submittal with the bid. Any license submitted in response to this RFP shall be maintained by the Contractor for the duration of the contract.

XIII. BID SUBMITTAL & AWARD

- A. All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should initial corrections in ink.
- B. Bidders shall complete and submit the RFP, including Attachments A, B, and C with the bid submittal.
- C. Bids must be submitted in a sealed envelope(s) with the Bidder's name and "Tree Removal and Tree Pruning Services" on the outside of each envelope. All Bidders delivering submittals via delivery services, please place the sealed bid envelope(s) inside the delivery service envelope(s). Bidders are responsible for informing any delivery service of all delivery requirements. No responsibility shall attach to the City for the premature opening of a submission not properly addressed and/or identified.
- D. Bids submitted will be evaluated and recommended for award to the lowest, responsive, and responsible Bidder(s).
- E. The intent of this bid is to make an all-award; however, the City reserves the right to award by line item or multiple awards. The City may accept any item or group of items on any bid, whichever is in the best interest of the City.
- F. The City reserves the right to reject any and all bids, to waive informalities, and to readvertise.
- G. The judgment of the City of Pooler on matters, as stated above, shall be final. The City reserves the right to decide which Bid will be deemed lowest, responsive and responsible.

XIV. GENERAL TERMS & CONDITIONS

- A. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Change Orders or modifications; the Bidder's accepted bid; and the City's RFP.
- B. The Bidder's services shall include all things, personnel, and materials necessary to provide the goods or services that are in compliance with the specifications as authorized by the City.
- C. Bidder extends to the City the option to renew the contract for one (1) additional one-year term, under the same price(s), terms and conditions.
- D. The contract will be an "Indefinite Quantity" type with City requirements to be satisfied on an "as ordered" basis. The City makes no promise, real or implied, to order any quantity whatsoever. This invitation and resulting contract will provide for the normal requirements of the City, and contracts will be used as primary

sources for the articles or services listed herein. Articles or services will be ordered from time to time in such quantities as may be needed. As it was impossible to determine the precise quantities of items described in this invitation that will be needed during the contract term, each Contractor is obligated to deliver all articles and services that may be ordered during the contract term.

- E. Warranty and/or Guarantee: Contractor warrants that its services under this Agreement shall be free of defects in materials and workmanship for a period of ninety (90) days. The Contractor shall not be liable for indirect, special, or exemplary damages. The Contractor shall be liable for direct damages.

OR

The Bidder will state below or will furnish a separate letter attachment, which fully explains the conditions of Warranty and/or Guarantee. If no Warranty and/or Guarantee are applicable, it must be so stated. **NOTE: FAILURE TO RESPOND TO THE REQUIREMENTS OF THIS PARAGRAPH MAY RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.**

- F. Literature: When the Bidder proposes to furnish another product, he is required to furnish, with his bid, literature describing the item(s) being offered. Failure to furnish this literature may result in the bid being deemed non-responsive.
- G. Silence of Specifications: The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with City interpretation to prevail.
- H. Term: The Contractor shall commence the Work under this Contract within thirty (30) days from the acknowledgement of the Commencement Date. The Initial Term of this Agreement shall be Two (2) one-year automatic renewal periods, unless terminated by either party with written notice. Without further action by either party, this Agreement will terminate at the end of the Initial Term or at the end of the first Renewal Term. The option to renew is only effective upon adoption and approval by the City of Pooler and the Contractor in accordance with the terms of this Contract.
- I. Pricing: The Price Schedule attached as Exhibit A must be completed. Alterations to the Price Schedule may result in the Bidder being deemed non-responsive and its bid may be rejected.
 - 1. Reductions: If at any time after the date of award, the Contractor makes a general price reduction in the comparable price of any article or service covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this paragraph. The Contractor shall invoice the City at such reduced price indicating on the invoice that the reduction is pursuant to General Terms and Conditions as

stated within the RFP.

2. Escalations: During the life of the contract, the awarded Bidder shall furnish price lists to the City for increases, and those of the Bidder's supplier (e.g. factory) increases, as prices change. The Bidder must also provide a list of the supplier's (e.g. factory's) previous price(s) to the City for purposes of comparison. Price changes will be in effect only after receipt and approval by the Director of the Department of Purchasing and Contracting. Price lists and changes thereto are to be furnished under the contract and without charge to the City.
3. By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization that in connection with this procurement:
 - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor,
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor: and
 - c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- J. Payment: The City shall pay the Contractor based upon the accepted bid prices submitted by Bidder. Invoices should be signed by the Bidder or authorized delegate and must contain a detailed breakdown of the services provided, including the number of trees removed, the location(s) of the work performed, and the species and sizes of trees, where applicable. Additionally, the Contractor must provide photographic evidence or other documentation confirming the completion of tree removal for each site listed on the invoice. The City reserves the right to request additional verification or inspection before processing payment.

Invoice(s) must be submitted as follows:

Vendor invoices:

City of Pooler, Georgia
Accounts Payable
100 US Highway 80 SW
Pooler, GA 31322

Notices:

City of Pooler, Georgia
Chief Financial Officer
100 US Highway 80 SW
Pooler, GA 31322

The City's official payment terms are Net 30. Payment dates that fall on a

weekend or on a holiday will be issued on the City's next business day.

- K. Accuracy of Work: The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.
- L. Additional Work: The City shall in no way be held liable for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract. The City may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the City unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the City written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the City. No extra cost or extension of time shall be allowed unless approved by the City and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The City shall not be liable for payment for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract.
- M. Ownership of Documents: All documents, including drawings, estimates, specifications, and data are and remain the property of the City. The Contractor agrees that the City may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. Any reuse of the documents by the City on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.
- N. Right to Audit: The City shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with City funds and any documents or materials which support whose records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and Subcontractors. The City also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the City or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such locations is available, then the books, records and supporting documents shall be made available for audit at a time and location which is convenient for the City.

- O. Successors and Assigns: The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of

this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the City. If the City consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the City and any person, or entity or than Contractor.

- P. **Reviews and Acceptance:** Work performed by the Contractor shall be subject to review and acceptance in stages as required by the City. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.
- Q. **Termination of Agreement:** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. Both parties may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the party, elect to terminate the Contract by delivering to the other party, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to the other party at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the City, the termination will not affect any rights or remedies of the City then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the City. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.
- R. **Indemnification Agreement:** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the City. The Contractor shall exonerate, indemnify, and save harmless the City, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the City Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the City Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any City Indemnitee against claims, actions, or expenses based upon or arising out of the City Indemnitee's sole negligence. As between the City Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and

liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the City Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the City Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The City has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the City, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

- S. Insurance: Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.
1. Certificates of Insurance in companies doing business in Georgia and acceptable to the City covering:
 - a. Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - i. Employer's liability insurance by accident, each accident \$1,000,000
 - ii. Employer's liability insurance by disease, policy limit \$1,000,000
 - iii. Employer's liability insurance by disease, each employee \$1,000,000
 - b. Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - c. Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - d. Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.

- e. Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
 - \$5,000,000 per occurrence
 - \$5,000,000 aggregate
- 2. Additional Insured Requirement:
 - a. The City, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the City and its officers" are to be named as additional insured on all policies of insurance except worker's compensation and professional liability insurance with no cross suits exclusion. The City and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
 - b. All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the City.
 - c. If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
- 3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
- 4. Certificates of Insurance must be executed in accordance with the following provisions:
 - a. Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - b. Certificates to contain the location and operations to which the insurance applies;
 - c. Certificates to contain Contractor's protective coverage for any subcontractor's operations;
 - d. Certificates to contain Contractor's contractual liability insurance coverage
 - e. Certificates are to be issued to:
 - City of Pooler, Georgia
 - Chief Financial Officer
 - 100 US Highway 80 SW
 - Pooler, GA 31322
- 5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all Subcontractors who are

engaged in this work.

6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all Subcontractors likewise carry statutory Workers' Compensation Insurance.
 7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the City and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
 8. Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
 9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the City. Policies and Certificates of Insurance listing the City and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
 10. If the City shall so request, the Contractor will furnish the City for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.
- T. Georgia Laws Govern: The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.
- U. Venue: This Agreement shall be deemed to have been made and performed in the City of Pooler, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of the City of Pooler, Georgia.
- V. City Representative: The City may designate a representative through whom the Contractor will contact the City. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the City. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by

said representative.

- W. Contractor's Status: The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the City and the Contractor shall be that of owner and independent Contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any City employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the City. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the City.
- X. Sole Agreement: This Contract constitutes the sole contract between the City and the Contractor. The terms, conditions, and requirements of this Contract may not be modified. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the award of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein.
- Y. Severability: If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.
- Z. Notices: Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the Director of the Department of Purchasing and Contracting or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the Director of the Department of Purchasing and Contracting or by the City to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the City:

City of Pooler, Georgia
Chief Financial Officer
100 US Highway 80 SW
Pooler, GA 31322

If to the Contractor:

Notices shall be sent to the contact information that is listed in the Bidder's Response to the RFP.

- AA. Georgia Open Records Act: Without regard to any designation made by the person or entity making a submission, the City considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the Responder person or entity making the submission, unless a court order is presented with the submission. Bidders or Responders may wish to consult an attorney or obtain legal advice prior to making a submission.

XV. MINIMUM SPECIFICATIONS

- A. Contractor shall coordinate all work so that City of Pooler services are not adversely impacted. Work shall not interfere with the receiving of critical operating materials and supplies.
- B. Contractor shall perform the work required in a professional manner without undue delay. The City department or division ordering the work reserves the right to monitor the work being done.
- C. In the event that extra work not specified in the minimum specification(s) or specifically listed in the Schedule is required such, such work must be duly authorized in advance and in writing, by the City at a fixed lump sum based on completion time and justification for the work in question, Contractor shall notify the City of any cost over-runs before the occurrence. Verbal approval between City representative and Contractor's agents shall not be binding.
- D. The City of Pooler will set forth the work to be done but may or may not choose to have a City representative present during the work. Contractor shall furnish all necessary insurance, permits, licenses, transportation, supplies, apparatus, equipment, personnel, labor, supervision, project management, expertise, and all things necessary to perform listed items with chipping, bailing, mulching and disposal to landfill, and include all such in prices. Prices shall include all set up, demobilization, trip charges removal charges profit overhead, and all costs to the City.
- E. Only Subcontractors included in this bid shall be allowed to perform work under this contract. Contractor shall not allow sub-Contractors to do any work which takes place close to buildings or to power lines, without prior consultation with the City and respective utility providers, and subsequent written approval from the City.
- F. Heavy equipment rental denotes of a crane required for tree removal activities as directed by the City.
- G. The Contractor is solely responsible for the technique which will be used to fulfill the terms. Further, the Contractor remains solely responsible for control and supervision of employees while performing under the contract.
- H. Trees, limbs, and stumps shall be either trimmed and left in place or cut and removed as the City requires, for the purposes of size estimate and choice of items to use, the tree's diameter shall be measured at a nominal height of 54-

inches from the ground. Resources used by Contractor shall include but not be limited to crew workers, equipment operators, climbers, foreman, flagman, all hand and power tools, chippers, transportation, safety equipment, rigging, ladders, and single or dual-person bucket truck with reach of fifty-five (55) feet. Contractor shall give priority scheduling of service to the City, especially during emergencies to clear storm damage from critical facilities.

- I. Any tree, regardless of size, which splits into multiple trunks up to a height of eight (8) feet from the ground, shall be considered two (2) trees. Trees, which split past eight feet from the ground, shall be considered one tree.

XVI. GENERAL REQUIREMENTS:

Site Condition Standards:

- A. Contractor shall be responsible for maintaining a hazard-free work area in compliance with OSHA regulations. Contractor shall erect appropriate barricades and signs to safely route pedestrian traffic around jobsite.
- B. Contractor shall be responsible for obeying policies regarding use of parking spaces and facilities. Contractor will not be permitted to block loading docks or driveways during business hours.
- C. Contractor shall secure fence openings made as a result of this contract to prevent people or large animals from entering property. Fence damage resulting from the action of Contractor or his agents shall be repaired immediately and at Contractor's expense and returned to the original condition.
- D. Contractor shall be responsible for providing own toilet facilities and fresh drinking water at remote sites where such facilities are not available.
- E. Contractor shall be responsible for daily removal of mud, brush, and other debris from paved driveways, sidewalks, parking lots and public roads as work progresses. Contractor shall also repair any landscaping and fence damaged by employees, agents, or sub-Contractors during the life of the contract.
- F. No spikes are to be used in climbing any trees unless it has been determined that the tree is to be removed.

Standards, Permits, Certification and Licenses

- A. Contractor shall be responsible for obtaining and paying for all permits, certifications and licenses required by the Federal Government, State of Georgia, City of Pooler or local to perform work under these specifications it is recommended that the Contractor must hold the necessary valid license for the type of work to be performed during the duration of the project. Any certification of competency that meets or exceeds those specified or can legally perform the scope of work specified will be considered responsible and responsive to the bid. Specialty licenses recommended: ISA Board Certified Master Arborist, or ISA Board Master Certified Arborist or a combination of an ISA Certified Tree Worker Climber, ISA Certified Tree Worker Aerial Lift Specialist and ISA Tree Risk Assessment Qualification.

XVII. QUALIFICATION REQUIREMENTS

- A. Minimum qualifications for the firm and key forepersons/supervisors assigned to the work shall include the following:
 - 1. Contractor shall have a minimum of five (5) years' experience in the basic requirement of the work and shall furnish references and proof of competency from past jobs within the last five years.
 - 2. Have adequate equipment and operators to respond quickly to tasks and attend to on-site needs in a timely manner. This includes being available in the event of emergencies and natural disasters.
 - 3. Only those Contractors who in the opinion of the City are sufficiently experienced and are reputable, and who have an established business facility will be considered. Bidders who do not meet these requirements will be rejected.

XVIII. SERVICE REQUIREMENTS

- A. Grassing: Contractor shall maintain existing contours in the work area. All disturbed areas will be graded, smoothed and seeded back to its original condition.
- B. Fence Repair: Contractor may be allowed to temporarily takedown a section of a fence or dig-up and move plants in order to avoid damage. Items temporarily re-located shall be returned to original locations before Contractor leaves the jobsite. Contract shall replace any trees, fence or fence material, brushes, shrubs, or flowers damaged with like kind. Failure to do so after one (1) week no later than two (2) weeks can result in payment delays. If Contractor damage landscaping or fences, then the following measure shall be applied.
- C. Tree Removal: The diameter of a tree identified for removal shall be measured 54" from the ground for both a downed tree and an upright tree. Tree removal shall include the removal of the trunk, all limbs, stump, stump chips and any debris caused by the tree removed. The void created by the removal of the tree shall be filled with topsoil, raked and then swept clean. If necessary, to prevent damage to surrounding areas a tree can be cut in sections from top down. Each line item shall include all labor, materials, supervision, equipment, services incidentals and related items necessary to complete the work in accordance with these specifications
- D. Emergency Tree Removal: The Contractor is required to have a Project Manager available by telephone on a 24-hour basis that is assigned to provide direct and prompt attention to requests from City for emergency and after-hour tree services requests. The City will indicate to the Project Manager if the tree is considered an emergency and then the Contractor will price accordingly.
 - 1. Contractor shall acknowledge tree-related emergency calls during normal business hours of operation and after hours within (4) four hours of the initial call by the City.
 - 2. The response time for a crew to arrive on-site for tree-related emergencies during normal business hours of operation shall not exceed

(4) four hours.

3. For downed trees, entire uprooted root ball shall be removed.
4. Contractors are cautioned to consider the response time as indicated, as they will be required to adhere to those times. When the Contractor cannot meet the response time requirements according to the awarded contract, the City reserves the right to obtain services from another Contractor.

EMERGENCY POC: _____

EMERGENCY NUMBER: _____

- E. Tree Cutting: The City reserves the right for all trees that are to be cut in a wooded area to be cut down and left at the site in their natural stated area.
- F. Stump Grinding: Stumps shall be ground down with the use of a stump grinder.
 1. The diameter (width) of the stump shall be measured at the widest part at "ground" level. If there are visible surface roots, do not include the length of these roots in this measurement. If the stump has humped up the ground, extend the diameter to include grinding the hump to grade level.
 2. Contractor shall contact 811 for location of underground utilities prior to grinding.
 5. Stumps, root flares, surface root laterals shall be removed to a minimum depth of four (4) inches below grade. Grade is defined as the elevation of the surrounding soil that has not been displaced by the tree which includes its roots.
 6. Stump chips shall be removed from the site upon completion of stump grinding.
 7. Stump holes shall be filled with topsoil at a thickness with a minimum of four (4) inches depth. Topsoil shall be relatively free from vegetation that will prevent establishment of suitable turf. Topsoil shall be tamped down and raked smooth to match existing grade as described above.
- G. Tree Pruning: The specifications attached to each work order will be developed according to the standards and definitions set forth in the most recent Tree Pruning Guidelines (published by the International Society of Arboriculture, International Society of Arboriculture Best Management Practices and ANSI, Standard Practices for Tree, Shrub and Other Woody Plant Maintenance. All work under this Contract shall be completed according to the specifications attached to each work order and the above referenced standards. In addition, all operations shall comply with ANSI Standards Z133, 1, Safety Standards, and American National Standard for Tree Operations.
 1. The City's arborist shall visually inspect each tree before any pruning. If a condition is observed requiring attention beyond the original purposes, the condition should be reported to the Department designee for disposition. Any questions on how to handle pruning shall be brought to the

Department's attention prior to commencement of any pruning. At no Time is more than twenty-five percent (25%) of a limb, or twenty- five percent (25%) of the tree's foliage to be removed above ten feet (10)-feet.

2. The arborist shall identify the desired central leader of all trees where pruning is planned.
 3. When pruning small trees, the arborist shall identify the lowest permanent branches.
 4. The following general specifications will also apply to the work performed on this Contract:
 - a. Vertical Clearance for Vehicles: Vertical clearance over paved roadway and two (2) feet wide shoulder adjacent to paved roadway shall be sixteen (16) feet. If necessary, temporary branches shall be left attached but shall be reduced in length to comply.
 - b. Vertical Clearance for Pedestrian: Vertical Clearance over the full width of pedestrian paths shall be ten (10) feet. If necessary, temporary branches shall be left attached but shall be reduced in length to comply.
 - c. Vertical Clearance for Fence Lines: Vertical Clearance over athletic fields, detention and property fences shall be twelve (12) feet. If necessary, branches shall be cut off five (5) feet from the fence line.
 - d. General Vertical Clearance: The desired vertical clearance under all tree crowns shall be ten (10) feet. If necessary, temporary branches shall be left attached but shall be reduced in length to comply. Within three hundred (300) feet of intersection, it must be determined that any temporary branches below ten (10) feet are not obstructing the view of motorists.
 - e. Encroachments from Private Property: Any vegetation growing into the right-of-way from private property shall be trimmed to provide clearances. In all cases, the trimming shall not extend past the right-of-way line. No cuts shall be made on the private property side of the right-of-way line. No cuts shall be made on the private property side of the right-of-way line.
- H. Root Pruning: Only conducted at the direction of the CITY
- I. Safety/Traffic Control: When working on municipal streets, proper roadway signage shall be always in use. If in the option of the City department, the tree work being performed represents a potential danger to passing traffic, the Contractor shall, at his expense, institute traffic control measures as directed by the engineer or City police department. Traffic control measures may include, but not be limited to additional signage, flagmen or the temporary detouring of traffic. Traffic control devices shall be in good condition and shall conform to the Manual on Uniform Traffic Control Devices (MUTCD).

Contractor shall contact the Georgia Department of Transportation (GDOT) to determine whether permits will be required when work approaches a public highway and shall obtain any so required. Contractor shall be responsible for providing basic traffic control at each jobsite as part of their bid. However, on large projects involving multiple trees or large trees over twenty-four (24) inches in diameter along public highways, additional Teams or Individual(s) may be needed. Contractor and City personnel shall meet on-site to jointly determine needed exits for extra traffic control or job requirements. After prior approval, Contractor may use more than one standard team in larger-than-usual jobs.

- J. Waste Removal: All wood waste and/or nonhazardous debris produced under this contract shall be removed from the jobsite by the Contractor the same day it is produced, unless specific alternative arrangements are made with the user department. The Contractor shall collect and remove all waste twigs, sawdust and leaves that have been produced because of tree service activity. The Contractor shall not leave debris in City dumpsters or in any non-Contractor owned dumpster. The Contractor shall not incinerate debris and/or dump waste by/in the street or road.

EXHIBIT A

PRICE SCHEDULE

Contractor shall be solely responsible for the control, supervision and safety of its employees while working at City-owned facilities and locations.

Contractor shall give priority scheduling of service to the City, especially during emergencies to clear storm damage from critical facilities.

PRICE SCHEDULE			
ITEM	DESCRIPTION	UNIT	UNIT PRICE
TREE REMOVAL			
01	Tree Removal – 4" to 12" (Diameter at 54")	Per Tree	\$
02	Tree Removal – 13" to 24" (Diameter at 54")	Per Tree	\$
03	Tree Removal - 25" to 36" (Diameter at 54")	Per Tree	\$
04	Tree Removal – 37" to 48" (Diameter at 54")	Per Tree	\$
05	Tree Removal – 49" to 60" (Diameter at 54")	Per Tree	\$
06	Tree Removal – 61" or Greater (Diameter at 54")	Per Tree	\$
07	Tree Removal w/ Stump Grinding– 4" to 12" (Diameter at 54")	Per Tree	\$
08	Tree Removal w /Stump Grinding – 13" to 24" (Diameter at 54")	Per Tree	\$
09	Tree Removal w/ Stump Grinding - 25" to 36" (Diameter at 54")	Per Tree	\$
10	Tree Removal w /Stump Grinding – 37" to 48" (Diameter at 54")	Per Tree	\$
11	Tree Removal w/ Stump Grinding – 49" to 60" (Diameter at 54")	Per Tree	\$
12	Tree Removal w/ Stump Grinding – 61" or Greater (Diameter at 54")	Per Tree	\$
13	Tree Removal w/Root Ball – 4" to 12" (Diameter at 54")	Per Tree	\$
14	Tree Removal w/Root Ball – 13" to 24" (Diameter at 54")	Per Tree	\$
15	Tree Removal w/Root Ball - 25" to 36" (Diameter at 54")	Per Tree	\$
16	Tree Removal w/Root Ball – 37" to 48" (Diameter at 54")	Per Tree	\$
17	Tree Removal w/Root Ball – 49" to 60" (Diameter at 54")	Per Tree	\$
18	Tree Removal w/Root Ball – 61" or Greater (Diameter at 54")	Per Tree	\$
EMERGENCY TREE REMOVAL			
19	Emergency Tree Removal – 4" to 12" (Diameter at 54")	Per Tree	\$
20	Emergency Tree Removal – 13" to 24" (Diameter at 54")	Per Tree	\$
21	Emergency Tree Removal – 25" to 36" (Diameter at 54")	Per Tree	\$
22	Emergency Tree Removal- 37" to 48" (Diameter at 54")	Per Tree	\$
23	Emergency Tree Removal 49" to 60" (Diameter at 54")	Per Tree	\$
24	Emergency Tree Removal 61" or Greater (Diameter at 54")	Per Tree	\$

25	Emergency Tree Removal w/Stump Grinding – 4" to 12" (Diameter at 54")	Per Tree	\$
26	Emergency Tree Removal w/Stump Grinding – 13" to 24" (Diameter at 54")	Per Tree	\$
27	Emergency Tree Removal w/Stump Grinding – 25" to 36" (Diameter at 54")	Per Tree	\$
28	Emergency Tree Removal w/Stump Grinding - 37" to 48" (Diameter at 54")	Per Tree	\$
29	Emergency Tree Removal w/Stump Grinding 49" to 60" (Diameter at 54")	Per Tree	\$
30	Emergency Tree Removal w/Stump Grinding 61" or Greater (Diameter at 54")	Per Tree	\$
31	Emergency Tree Removal w/Root Ball – 4" to 12" (Diameter at 54")	Per Tree	\$
32	Emergency Tree Removal w/Root Ball – 13" to 24" (Diameter at 54")	Per Tree	\$
33	Emergency Tree Removal w/Root Ball – 25" to 36" (Diameter at 54")	Per Tree	\$
34	Emergency Tree Removal w/Root Ball - 37" to 48" (Diameter at 54")	Per Tree	\$
35	Emergency Tree Removal w/Root Ball 49" to 60" (Diameter at 54")	Per Tree	\$
36	Emergency Tree Removal w/Root Ball 61" or Greater (Diameter at 54")	Per Tree	\$
TREE CUTTING ONLY			
37	Tree Cutting Only – 4" to 12" (Diameter at 54")	Per Tree	\$
38	Tree Cutting Only – 13" to 24" (Diameter at 54")	Per Tree	\$
39	Tree Cutting Only – 25" to 36" (Diameter at 54")	Per Tree	\$
40	Tree Cutting Only – 37" to 48" (Diameter at 54")	Per Tree	\$
41	Tree Cutting Only – 49" to 60" (Diameter at 54")	Per Tree	\$
42	Tree Cutting Only – 61" or Greater (Diameter at 54")	Per Tree	\$
TREE CUTTING & DISCARD			
43	Tree cutting and discard (Only – 4" to 12" (Diameter at 54"))	Per Tree	\$
44	Tree cutting and discard (Only – 13" to 24" (Diameter at 54"))	Per Tree	\$
45	Tree cutting and discard (Only – 25" to 36" (Diameter at 54"))	Per Tree	\$
46	Tree cutting and discard (Only – 37" to 48" (Diameter at 54"))	Per Tree	\$
47	Tree cutting and discard (Only – 49" to 60" (Diameter at 54"))	Per Tree	\$
48	Tree cutting and discard (Only – 61" or Greater (Diameter at Breast Height))	Per Tree	\$
STUMP GRINDING			
49	Stump Grinding – 4" to 12" (Diameter)	Per Inch	\$
50	Stump Grinding – 13" to 24" (Diameter)	Per Inch	\$
51	Stump Grinding – 25" to 36" (Diameter)	Per Inch	\$
52	Stump Grinding – 27" to 48" (Diameter)	Per Inch	\$

53	Stump Grinding – 49” to 60” (Diameter)	Per Inch	\$
54	Stump Grinding – 61” or Greater (Diameter)	Per Inch	\$
OTHER SERVICES			
55	Tree Removal	Per Hour	\$
56	Tree Pruning, Trimming and Crowning	Per Hour	\$
57	Tree Sapling Removal – 3” or Below	Per Tree	\$
58	Brush & Vegetation Clearing	Per Acre	\$
ROOT PRUNING			
59	Root Ball Removal and Disposal (<76 caliper inch)	Sq. Inch	\$
60	Boom/Crane Services	Per Hour	\$
TOTAL			\$

THIS PRICE SCHEDULE MUST BE COMPLETED AND RETURNED WITH YOUR BID. FAILURE TO SUBMIT THIS SCHEDULE MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

EXHIBIT B

BID ACKNOWLEDGEMENT FORM

I, the undersigned, acknowledge that I have read the Bid Document in its entirety and agree to conform to its every requirement. I further acknowledge that failure to prepare, submit, or execute this bid in the exact manner requested will be just cause to reject my entire bid.

NAME OF BUSINESS ENTITY SUBMITTING BID PRINT NAME AND TITLE OF AUTHORIZED SIGNER

BUSINESS ENTITY STREET ADDRESS AUTHORIZED SIGNATURE

BUSINESS ENTITY CITY, STATE AND ZIP CODE CONTACT PHONE NUMBER

BUSINESS ENTITY CITY CONTACT E-MAIL ADDRESS

Bidder acknowledges:

- Addendum(s): No. 1___, No. 2___, No. 3___(IF APPLICABLE) _____ (INITIAL)
- That this bid is valid for 90 days from and including the bid opening date _____ (INITIAL)
- That bid meets or exceeds minimum specifications _____ (INITIAL)
Any deviation from minimum specifications must be explained, in detail, by Bidder as to how the bid does not meet the exact specifications.
- Revisions to the above Terms and Conditions:
 - No revisions _____ (INITIAL)
 - There are revisions and they are included with bid submittal _____ (INITIAL)

The above acknowledgment must be properly signed and firmly attached to your bid. The acknowledgment becomes a part of your bid and without it, your bid will not be complete and will be subject to rejection.

THIS PAGE MUST BE RETURNED WITH YOUR BID. FAILURE TO SUBMIT THIS COMPLETED FORM MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

**EXHIBIT C
CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with the City of Pooler, Georgia, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91, as amended. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City, within five (5) days from when the subcontractor(s) is retained to perform such service.

BY:

AUTHORIZED OFFICER OR AGENT SIGNATURE FEDERAL WORK AUTHORIZATION
ENROLLMENT DATE

AUTHORIZED OFFICER OR AGENT TITLE IDENTIFICATION NUMBER

AUTHORIZED OFFICER OR AGENT PRINT NAME ADDRESS

SUBSCRIBED AND SWORN
BEFORE ME ON THIS

_____ day of _____, _____

NOTARY PUBLIC

COMMISSION EXPIRATION

**THIS PAGE MUST BE RETURNED WITH YOUR BID. FAILURE TO SUBMIT THIS
COMPLETED FORM MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.**