

REQUEST FOR PROPOSAL (RFP)

City of Pooler, GA Certified Arborist Contract Services (36-Month Contract with One One-Year Option to Renew)

I. INTRODUCTION

The City of Pooler (hereinafter referred to as "CITY"), located within the State of Georgia, is seeking proposals from qualified Certified Arborist Professionals (hereinafter referred to as "ARBORIST") to administer the City's Tree Ordinance and perform a variety of tree management tasks, as outlined in the Scope of Services.

If you are an experienced and certified ARBORIST with a strong commitment to delivering high-quality service and administrative excellence, we invite you to submit a proposal in response to this Request for Proposal (RFP). The selected ARBORIST will work closely with the City of Pooler to ensure the effective management, preservation, and care of the City's forestry resources.

II. PURPOSE

The primary purpose of this RFP is to solicit competitive proposals from qualified ARBORISTS to provide tree management services for the CITY. The CITY intends to enter into a professional services contract with the selected ARBORIST for a 36-month term, with one one-year option for renewal, extending the contract, up to a total of four (4) years.

III. SCOPE OF SERVICES

The selected ARBORIST will be responsible for performing all services in compliance with municipal, state, and local regulations, including those specific to the State of Georgia, as well as any relevant zoning, permitting, and environmental requirements.

The CITY requires ARBORIST services in the following areas:

A. Document Review

- Review landscape and development plans for compliance with the City's Tree Ordinance.
- 2. Attend pre-application and development review meetings as requested to provide input and comments on tree ordinance requirements and landscaping recommendations

- 3. Attend pre-construction meetings as requested to ensure tree protection measures are in place and regulations are adhered to.
- 4. Monitor tree bond sites to confirm compliance with tree preservation standards throughout construction.
- 5. Inspect newly planted trees during construction to ensure proper installation and care.
- 6. Provide consultation to City staff on tree plans related to development projects, mitigation strategies, and site plan reviews.

B. Tree Ordinance and Compliance

- 1. Review and recommend updates or changes to the City's Tree Ordinance as needed.
- 2. Provide expert testimony in court or legal proceedings as required.

C. Consultation and Advisory Services

- 1. Offer ongoing consultation with City staff, contractors, and residents on tree-related matters, including development projects, mitigation plans, and site plan reviews.
- 2. Review and provide recommendations on tree grading reports, tree removal requests, and arborist letters advising on tree removal.
- 3. Develop, recommend, and oversee the implementation of tree care plans for public properties, including the scheduling of trimming and pruning activities.
- 4. Provide expert testimony in legal proceedings related to tree-related issues as required.

D. Additional Responsibilities:

- 1. Provide on-site management and oversight of work crews involved in tree-related projects as needed.
- 2. Collaborate with the Planning & Development Director (or their designee) to coordinate project timelines, budget proposals, and ensure compliance with City ordinances.
- 3. Be available to provide emergency tree care services as required.
- 4. Perform any other tasks incidental to the nature and scope of this agreement.

IV. ELIGIBILITY CRITERIA

The CITY reserves the right, and has a duty to, hire the most qualified provider for the Scope of Services requested. This may result in the CITY contracting with any firm or individual that responds to this RFP that, in the sole determination of the CITY, is qualified to complete the job, regardless of the proposal price. The

CITY may also disqualify bidders and/or cancel, rebid, or extend the RFP or proposal review process pursuant to CITY and State of Georgia procurement laws.

Prior to awarding a Contract, the CITY may require other additional information to determine the ARBORIST'S ability to complete the terms of the contract. Failure to provide this information in a timely manner may result in the CITY rejecting the proposal and finding the ARBORIST non-responsive

- A. Certification and Accreditation: The ARBORIST must hold current, verifiable certification from the International Society of Arboriculture (ISA) or the Tree Care Industry Association (TCIA).
- B. Insurance Requirements: The ARBORIST must maintain up-to-date Business Liability and Personal Injury Insurance coverage.
- C. Legal Entity Status: The ARBORIST must be a legally registered business entity in the State of Georgia and possess an active business license.
- D. Relevant Experience: The ARBORIST must demonstrate a proven track record of successful experience in municipal landscape and grounds maintenance, particularly in projects of similar size, scope, and complexity.
- E. Insurance and Bonding: The ARBORIST must provide proof of the required insurance coverage and bonding, as applicable, to ensure both parties are protected and that industry standards are met.
- F. Compliance with Open Records Act: The ARBORIST must agree to comply with Georgia's Open Records Act (O.C.G.A. § 50-18-70 et seq.), which mandates transparency in public contracts and the disclosure of records related to this RFP.
- G. Relevant Project Experience: The ARBORIST must provide evidence of previous experience managing projects of similar scale and complexity, preferably for local government entities or within the State of Georgia.

V. PROPOSAL TIMELINE

RFP Release Date: July 18, 2025

Mandatory Pre-Proposal Meeting: July 30, 2025, at 2:00 p.m.

Deadline for Submission of Questions: August 6, 2025, at 5:00 p.m.

Submission deadline: August 20, 2025 at 2:00 p.m. Proposal Evaluation Period: August 21-26, 2025 Award Announcement: Tentatively September 2, 2025 Contract Start Date: Tentatively October 1, 2025

VI. PROPOSAL SUBMISSION INSTRUCTIONS

ARBORISTS are responsible for examining all solicitation documents, including any Addenda. Any discrepancies in documents should be immediately provided to the CITY for clarification. Any questions must be supplied in writing to the CITY and provide the CITY with sufficient time for an appropriate response to all potential respondents. The CITY will determine if time is sufficient to issue any Addenda. If a pre-proposal conference is required, oral questions may be submitted at the conference. Instructions for any pre-proposal conference will be

included in the solicitation documents. The CITY will determine if any information received or given at the conference requires an Addenda to ensure that all potential respondents have access to the same information. No allowance will be made for misunderstandings or oversight of the ARBORIST after submittal due date.

Proposals should include the following documents:

- A. Cover Letter: A letter introducing the company, key personnel, and expressing interest in providing arborist services for the CITY.
- B. Hourly Fee: The proposed hourly rate(s) for arborist services, including any additional fees or costs for specific tree management tasks (e.g., inspections, consultations, pruning, etc.).
- C. Primary Contact Information: Provide the name, address, phone number, and email address of the primary contact for the proposal.
- D. Company Profile: An overview of the company, including its size, background, qualifications, and organizational structure, with emphasis on relevant arborist and tree management experience.
- E. Detailed Proposal: A comprehensive proposal detailing the approach and methodology for arborist services.
- F. References: At least three (3) client references from similar tree management or arborist services projects, demonstrating relevant experience. Include contact information for follow-up.
- G. Proof of Insurance and Bonding: Certificates of insurance and bonding required by the State of Georgia and the CITY. The proposal must include a statement regarding the ability to obtain or maintain commercial liability insurance in the amount of \$1,000,000, listing the CITY as an additional insured.
- H. Georgia Business License: Proof of current business registration within the State of Georgia.
- I. Certification: Provide a copy of the ARBORIST certification.
- J. Appendices: Ensure all required appendices are completed and included in the proposal.
- K. Acknowledgment of Addenda: A signed receipt acknowledging any addenda issued as part of this RFP.

Signed and legible submittals are expected to be concise, but of appropriate length to adequately meeting the requirements. ARBORISTS are responsible for the delivery of submittals prior to the submittal deadline and during the normal business hours of 9:00 A.M. to 5:00 P.M., Monday through Friday. Submittals received after the due date may be disqualified.

Submittals are to be mailed or hand delivered to:

City of Pooler

Attn: City Clerk

100 US Highway 80 SW

Pooler, GA 31322

Submittals received by the opening due date will be publicly opened on the date and time specified. Contents of the competing ARBORISTS' proposals may be disclosed at the opening.

VII. PUBLIC BID/PROPOSAL OPENING

Bids/proposals will be publicly opened at the following location:

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

The public opening will allow for transparency and will provide all interested parties an opportunity to witness the opening process. All submitted proposals will be read aloud and recorded for the public record. Interested parties are welcome to attend the opening.

VIII. QUESTIONS AND CLARIFICATIONS

All inquiries regarding this RFP should be submitted in writing to the RFP contact person by the specified deadline. The CITY will provide written responses to all questions and distribute them to all interested vendors.

Deadline for Questions: August 6, 2025 at 5:00 p.m.

RFP Contact Name: Rachael Brown Email Address: RBrown@pooler-ga.gov Phone Number: (912) 748-7261

Mailing Address: 100 US Highway 80 SW, Pooler, GA 31322

IX. CONTACT INFORMATION

For additional information or clarification regarding this RFP, please contact:

RFP Coordinator: Nicole Johnson

Title: Planning & Development Director

Email: NJohnson@pooler-ga.gov

Phone: (912) 748-7261

Mailing Address: 100 US Highway 80 SW, Pooler, GA 31322

X. CONTRACT TERMS AND CONDITIONS

The successful ARBORIST will be required to enter into a formal agreement with the CITY. The contract will include, but may not be limited to, the following key terms.

A. Contract Duration and Renewal:

Initial Term: Three Years
 Automatic Renewal: One Year

B. Payment Terms/Payment Schedule: Net 30 days from receipt of invoice

C. Termination Clause

- Termination for Cause: The CITY may terminate the contract for cause if the ARBORIST persistently fails to perform in accordance with the contract documents. If the contract is terminated for cause, the ARBORIST will not be entitled to further payments until the work is completed. However, if the termination for cause is later determined by a court of competent jurisdiction to have been without just cause, the termination will be considered a termination for convenience.
- 2. Termination for Convenience: The CITY may terminate the contract for convenience, without cause, by providing the ARBORIST with thirty (30) days' written notice. In the event of such termination, the ARBORIST will be compensated for all completed work that is in compliance with the contract prior to the termination date. However, the ARBORIST will not be entitled to compensation for anticipated profits or revenue losses arising from the early termination.
- D. Insurance and Bonding: The ARBORIST is required to provide adequate insurance and bonding as specified by the State of Georgia and the CITY to cover potential risks during the execution of the work.
- E. Compliance with Laws: All firms or individuals with which the CITY of contracts with are required to comply with the laws of any agency of the United States, the State of Georgia, the County of Chatham, and the City of Pooler. By responding to this RFP, all respondents agree to comply, which includes securing any and all required permits, utility locations, and business licenses to work in the CITY.
- F. Open Records Act: The CITY is subject to the Georgia Open Records Act, and all documents submitted by the ARBORIST in response to this RFP, or throughout the contract, will be available for public inspection unless otherwise protected under law.
- G. Indemnification: The ARBORIST must indemnify and hold harmless the CITY from any claims, damages, or liabilities arising from the performance of the contract, including but not limited to third-party claims and losses resulting from ARBORIST negligence or failure to perform.
- H. Addenda: Changes or corrections may be made after the solicitation document is issued and prior to the Proposal Due Date. In such cases, the CITY will issue a written Addenda describing the changes. Such Addenda will take precedence over the prior documentation and a signed receipt of Addenda will become part of the required submission documents. The CITY is not responsible for any oral instructions.
- I. Holding Time: The ARBORIST agrees that, by responding to this RFP, the Proposal may not be withdrawn for a period of ninety (90) days following the Proposal Opening Date.

J. Prime Contractor: The ARBORIST is expected to be the Prime Contractor named in any negotiated contract between the CITY and the ARBORIST because of any award of this solicitation. The Prime Contractor is not an employee of the CITY and is expected to be the responsible party regarding elements including, but not limited to, quality, timeliness, responsiveness to residents, cleanliness of worksite, safety, etc.

XI. ATTORNEY'S CLAUSE

Any awarded bid/proposal 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. APPENDICES

- A. Appendix A Indemnity Provision
- B. Appendix B GA Security and Immigration Compliance Act of 2006 Compliance Form
- C. Appendix C Contractor Affidavit Under O.C.G.A § 13- 10- 91(B) (1)
- D. Appendix D Non-Collusion Affidavit

APPENDIX A: Indemnity Provision

CONTRACTOR (or Lessee or Vendor) assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of CITY of others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of the work/service by the ARBORIST, his SUBCONTRACTORS, agents, and employees, including losses, expenses, damages sustained by CITY, and agrees to indemnify and hold harmless the CITY, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting therefrom. As an integral part of this agreement, CONTRACTOR agrees to purchase and maintain during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof.

Above provision specifically applies to the contract	ct dated
between the City of Pooler and	
for Certified Arborist Contract Services.	
	SIGNATURE
	PRINT NAME
	PRINT COMPANY

APPENDIX B: Georgia Security and Immigration Compliance Act of 2006 Compliance Form

The City of Pooler complies with the requirements of O.C.G.A. 13-10-19 and requires that all CONTRACTORS and SUBCONTRATORS comply with Rule 300-10-1-.02 as a condition of awarding contracts.

The CONTRACTOR certifies that the following empton CONTRACTOR: (initial one only)	ployee-number category is applicable to the	
Ten (10) or more employees		
Fewer than (10) employees		
ne CONTRACTOR agrees that in the event the CONTRACTOR employs or contracts with any UBCONTRACTOR in connection with the covered contract, the CONTRACTOR will secure om the SUBCONTRACTOR such SUBCONTRACTOR indication of the employee-number ategory applicable to the SUB CONTRACTOR.		
In the event the A CONTRACTOR employs or contracts with any SUB CONTRACTOR in connection with the covered contract, the CONTRACTOR will secure from such SUB CONTRACTOR attestation of the SUBCONTRACTOR's compliance with O.C.G.A. 13-10-91 and Rule 300-10-102 by the SUB CONTRACTOR'S execution of the SUB CONTRACTOR affidavit shown in Rule 300-10-108 or a substantially similar SUBCONTRACTOR affidavit and will maintain records of such attestation for inspection by the public employer at an time. Such SUBCONTRACTOR affidavit shall become part of the CONTRACTOR /SUB CONTRACTOR agreement.		
	AUTHORIZED OFFICER/AGENT SIGNATURE	
	AUTHORIZED OFFICER/AGENT PRINT NAME	
	AUTHORIZED OFFICER/AGENT TITLE	
	DATE	
NOTARY SEAL:	SUBSCRIBED AND SWORN BEFORE ME ON THIS, THE DAY OF	
	DATE	
	NOTARY PUBLIC SIGNATURE	
	NOTARY PUBLIC COMMISSION EXPIRATION	

APPENDIX C: Contractor Affidavit Under O.C.G.A § 13- 10- 91(B) (1)

y executing this affidavit, the undersigned CONTRACTOR verifies its compliance with C.C.G.A. § 13- 10-91, stating affirmatively that the individual, firm or corporation which is ngaged in the physical performance of services on behalf of	
has registered with, is authorized to use and use commonly known as EVerify, or any subsequent the applicable provisions and deadlines establis the undersigned CONTRACTOR will continue to throughout the contract period and the undersi physical performance of services in satisfaction	nt replacement program, in accordance with shed in O.C.G.A. § 13-10-91. Furthermore, use the federal work authorization program igned CONTRACTOR will contract for the of such contract only with SUBCONTRACTOR
who present an affidavit to the CONTRACTOR v 13-10-91(b). CONTRACTOR hereby attests that identification number and date of authorization	t its federal work authorization user
Federal Work Authorization User Identification	Number
Date of Authorization	
Name of Contractor	
Name of Public Employer	
I hereby declare under penalty of perjury that	the foregoing is true and correct.
	AUTHORIZED OFFICER/AGENT SIGNATURE
	AUTHORIZED OFFICER/AGENT PRINT NAME
	AUTHORIZED OFFICER/AGENT TITLE
	DATE
NOTARY SEAL:	SUBSCRIBED AND SWORN BEFORE ME ON THIS, THE DAY OF
	DATE
	NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC COMMISSION EXPIRATION

APPENDIX D: Non-Collusion Affidavit

	State of Georgia; County of Chatham;	
	, be	eing first duly sworn, deposes and says that
1.	He/she is (owner, partner, officer, representation has submitted the attached Bid/Proposal;	ative, or agent) of the CONTRACTOR that
2.	He/she is fully informed respecting the prepa Bid/Proposal and of all pertinent circumstance	
3.	Such Bid/Proposal is genuine and is not a col	lusive or sham Bid/Proposal;
4.	. Neither the said CONTRACTOR nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONTRACTOR, firm or person to submit a collusive or sham Bid/Proposal in connection with the Contract for which the attached Bid/Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other CONTRACTOR, firm or person to fix the price or prices in the attached Bid/Propos or of any other CONTRACTOR, or to fix any overhead, profit or cost element of the Bid/Proposal price or the Bid/Proposal price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the or any person interested in the proposed Contract; and	
5.	The price or prices quoted in the attached Bio tainted by any collusion, conspiracy, connivating the CONTRACTOR or any of its agents, represented interest, including this affiant.	nce or unlawful agreement on the part of
		AUTHORIZED OFFICER/AGENT SIGNATURE
		AUTHORIZED OFFICER/AGENT PRINT NAME
		AUTHORIZED OFFICER/AGENT TITLE
		DATE
NC	DTARY SEAL:	SUBSCRIBED AND SWORN BEFORE ME ON THIS, THE DAY OF
		DATE
		NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC COMMISSION EXPIRATION