



Finance – Procurement
222 Pine Avenue – Suite 260
Albany, GA 31701

PHONE (229) 431-3211
FAX (229) 431-2184

SALES TAX #047-175701
FED. EXEMPTION #58-6000817

INVITATION TO BID

•This is NOT an Order•

BID REF: #26-001

DATE: 06/25/2025

REQUESTING DEPARTMENT:

DELIVER ORDERS TO:

UTILITY OPERATIONS

**1726 LILY POND RD
ALBANY, GA 31701**

Joshua Williams
JOSHUA WILLIAMS, INTERIM
PROCUREMENT MANAGER

DESTIN ADAMS

Destin Adams, Buyer

PREBID CONFERENCE:

N/A

QUESTIONS DEADLINE:

2:30PM ON 07/17/2025

BID DEADLINE:

2:30PM ON 07/24/2025

QUESTIONS SUBMITTED **↑ AFTER THIS DATE ↑** MAY NOT BE ANSWERED.
ALL QUESTIONS ARE TO BE SUBMITTED IN WRITTEN FORM TO: dadams@albanyga.gov;
[cc: KRoss@albanyga.gov](mailto:KRoss@albanyga.gov); JsWilliams@albanyga.gov

CONDITIONS and REQUIREMENTS

	% BID BOND REQUIRED		PRICES FIRM FOR ONE YEAR
X	STATE MAKE AND MODEL BID	X	ATTACH MANUFACTURER SPECIFICATIONS
X	STATE DELIVERY TIME FOR EACH ITEM BID (ARO).		SAMPLE REQUIRED WITH BID
X	STATEMENT OF WARRANTY REQUIRED	X	F.O.B. ALBANY, GA.- FREIGHT PREPAID & INCLUDED IN PRICE

EST QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
413	EVOLVE LED ROADWAY LIGHTING 120-277V SPEC #ERL1008C340AGRAYGILRUX-76W OR EQUIVALENT	\$	\$
174	EVOLVE LED ROADWAY LIGHTING 120-277V SPEC #ERLH014C340AGRAYGILRUX OR EQUIVALENT	\$	\$
249	EVOLVE LED ROADWAY LIGHTING 120-277V SPEC #ERL2025C340AGRAYGILRUX-174W OR EQUIVALENT	\$	\$
	FREIGHT	\$	\$
		TOTAL BID	\$

BIDDER INFORMATION

FEDERAL TAX ID # _____	FIRM NAME _____	PHONE _____
TERM DISCOUNT: NET _____ %	ADDRESS _____	FAX _____
CHECK IF NEW ADDRESS ☐	CITY/STATE/ZIP _____	EMAIL _____

Must Be Signed By An Authorized Representative.



SIGNATURE

PURCHASING FORM #12 10/98 REV.

**INCLUDE EMAIL TO ENSURE RECEIPT OF COPY OF TABULATION SHEET.*

***INCLUSION OF YOUR BUSINESS CARD IS APPRECIATED.*

For Proper Consideration Please Bid On This Form

**CITY OF ALBANY
PROCUREMENT DIVISION
FINANCE DEPARTMENT
ALBANY, GEORGIA
INSTRUCTIONS TO BIDDERS**

These instructions will bind bidders to terms and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder.
 - (a) The ability, capacity and skill of bidder to perform required service.
 - (b) Whether bidder can perform service promptly or within specified time.
 - (c) The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - (d) The performance of previous contracts.
 - (e) The suitability of equipment or material for City use.
 - (f) The ability of bidder to provide future maintenance and parts service.
2. Payment terms are Net 30 unless otherwise specified. Favorable term discounts may be offered and will be considered in determining low bids if they are deemed advantageous to The City.
3. Unless otherwise specified all materials, supplies or equipment quoted herein must be delivered within thirty (30) days from date of notification of award or by exception noted on bid sheet.
4. Prospective bidders are responsible for examining the location of the proposed work or delivery and determining, in their own way, the difficulties, which are likely to be encountered in the execution of same.
5. The ESTIMATED QUANTITY given in the specifications or advertisement is for the purpose of bidding only. The City may purchase more or less than the estimated quantity, and the bidder must not assume that such estimated quantity is part of the contract.
6. All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
7. All requested information should be included in the sealed bid envelope. All documents and information must be signed and included for your bid to receive full consideration. **Failure to submit any required information or document will be cause for bid to be rejected as non-responsive.**
8. Failure of the bidder to sign the bid document or have the signature of any authorized representative or agent on the bid **in the space provided will be cause for rejection of the bid.** Signature(s) must be written in ink.
9. Failure to enclose bid bond, where required, **will result in rejection of the bid.** Bond may be in the form of cash, certified check, cashier's check or Surety Bond issued by a Surety Company licensed to conduct business in Georgia.
10. **All bidders should provide their tax identification number with the bid.**
11. All bidding Corporations should provide the corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the bid.
12. Quote all prices F.O.B. Albany or our warehouse or as specified in bid documents.
13. If the bidder proposes to furnish any item of a foreign make or product, he/she should write "Foreign" together with the name of the originating country opposite such item on the bid.
14. When requested, SAMPLES will be furnished free of expense, properly marked for identification and accompanied by list where there is more than one sample. The City reserves the right to mutilate or destroy any samples submitted whenever it may be in the best interests of The City to do so for the purpose of testing.
15. The City will reject any material, supplies or equipment that do not meet the specifications, even though bidder lists the trade name or names of such materials on the bid or price quotation form.
16. Any alterations, erasures, additions or omissions of required information or any changes of specifications, or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, such as a variation that affects the price, quality or delivery date (when delivery is required by a specific time).
17. Each bid or proposal will be submitted in a **SEALED ENVELOPE**. Additionally, that envelope shall be clearly marked on the outside as a **Sealed Bid** with the **Bid Number** clearly printed.
18. Bids **must** be received and stamped by the Procurement Office before the date and time stipulated in bid documents. The City of Albany assumes no responsibility for submittals received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason. No responsibility will attach to any City representative or employee for premature opening of bids not properly addressed or identified.
19. If only one bid is received, the bid may be rejected and/or re-advertised, except in the case of only one known source of supply.
20. Bids received late will not be accepted, and The City will not be responsible for late mail delivery.
21. Should a bid be misplaced by The City and found later it will be considered.
22. The unauthorized use of patented articles is done entirely at the risk of the bidder.
23. All bidders must be recognized and authorized dealers in the materials or equipment specified and be qualified to instruct in their application or use. A bidder at any time requested must satisfy the Procurement Office and City Commission that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
24. Only the latest model equipment as evidenced by the manufacturer's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. Equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specifications, all equipment catalogued by the manufacturer as standard or required by the State of Georgia shall be furnished with the equipment. Where required by the State of Georgia Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Georgia Department of Revenue.
25. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Procurement Officer and/or the Department to which they are delivered. If defective material, equipment or supplies are discovered, the contractor, upon being instructed by the Procurement Officer, shall remove, or make good such material, equipment or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by The City will in no way lessen the responsibility of the contractor or release him from his obligation to perform and deliver to The City sound and satisfactory materials, equipment or supplies. The contractor

agrees to pay the cost of all tests on defective material, equipment or supplies or allow the cost to be deducted from any monies due him by The City.

26. For multi-year contracts the following clauses pursuant to OCGA 36-60-13 apply: (1) The contract shall terminate absolutely and without further obligation on the part of The City or County at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed; (2) The contract may provide for automatic renewal unless positive action is taken by The City or County to terminate such contract, and the nature of such action shall be determined by The City or County and specified in the contract; (3) The contract shall state the total obligation of The City or County for the calendar year of execution and shall further state the total obligation which will be incurred in each calendar year renewal term, if renewed; and (4) The contract shall provide that title to any supplies, materials, equipment, or other personal property shall remain in the vendor until fully paid for by The City.
27. Unless otherwise specified The City reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of The City.
28. The successful bidder shall secure all permits, license certificates, inspections (permanent and temporary) and occupational tax certificate, if applicable, before any work can commence. Contractor as well as any and all known subcontractors must possess or will be required to obtain a City of Albany Occupational Tax Certificate or Registration.
29. The successful bidder on motor vehicle equipment shall be required to furnish with delivery of vehicle, Certificate of Origin and Georgia vendors shall provide Georgia Motor Vehicle form MV1.
30. The City reserves the right to reject any and all bids, to waive any informalities in the bid process, and to award the contract as may be in the best interest of the City and/or re-advertise for bids.
31. Local bidder (domiciled in Albany City Limits) will receive bid in the event of tie bids. In the case of tie bids between out of town companies or between local concerns, evaluated as equal, bid will be recommended or awarded by chance coin toss, or drawing straws. **The Board of Commissioners passed a local preference ordinance on January 27, 2015. Where applicable, this ordinance will govern. Local preference will not be a basis for award on bids that are federally funded.**
32. No bidder writing restrictive specifications for The City will be allowed to bid on the project.
33. Reasonable grounds for supposing that any bidder is interested in more than one bid for the same item will be considered sufficient cause for rejection of all bids in which he/she is interested.
34. A contract **will not** be awarded to any corporation, firm or individual who is, from any cause, in arrears to The City/County or who has failed in any former contract with The City to perform work satisfactorily, either as to the character of the work, the fulfillment of the guarantee, or the time consumed in completing the work.
35. It is mutually understood and agreed that if any time the Procurement Officer shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or is executing the same in bad faith, the Procurement Officer shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter, to address given in bid/proposal. If after three working days of notification the conditions are not corrected to the satisfaction of the Procurement Officer, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by The City out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amount of such excess to The City on notice by the Procurement Officer of the excess due.
36. Contracts may be cancelled by The City with or without cause with 30-day written notice.
37. Any complaint from bidders relative to the Invitation to Bid or any attached specifications should be made prior to the time of opening of bids, otherwise such complaint cannot be properly considered.
38. Any bidder may withdraw his bid at any time before the time set for opening of bids. No bid may be withdrawn without cause in the 60-day period after bids are opened.
39. All questions, inquiries and requests for clarification shall be directed to Procurement.
40. **Prior to submission, all bidders are encouraged to check the website at www.albanyga.gov or call the Procurement Office at 229-431-3211 for any addendums.**

PROCUREMENT FORM - Revised 11/18/2021

CITY OF ALBANY
BID REFERENCE NO.: 26-001
CONTRACT TERMS AND SPECIFICATIONS

1. This contract will be to supply the City of Albany – Utility Operations Department with **LED Roadway Lighting**.

2. Supporting documents for this bid can be accessed using the following Dropbox link:

https://www.dropbox.com/scl/fo/yx1ltuq2wfsb02k5sl7yl/AEK5vhvsZhq2UrP2SsNHDFE?dl=0&e=1&preview=Evolve_Current+-+LED+Cobraheads+Specs.pdf&rlkey=1u4nyiqu4o6apxw7q7sexz2rj&st=2tg3j3ga

3. This contract will be bid on a unit price basis for all specified product and will be awarded to the lowest responsive and responsible bidder.
4. The units shall be of make and model (or comparable equivalent) as noted by the item description.
5. The supplier shall be responsible for furnishing material in accordance with the specifications regardless of inspection by the purchaser or his representative.
6. Please submit an estimated delivery time of the requested units with the bid.
7. All Corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the bid.
8. The City of Albany strongly encourages Disadvantaged Business Enterprises (DBE) and Small Business firms to participate in this bid.
9. Proposal documents may be obtained at the office of City Procurement, 222 Pine Ave., Suite 260, Albany, GA 31701, at www.albanyga.gov, or the Georgia Procurement Registry.
10. **Bid Submission:** Bid Submission deadline is **2:30pm on Thursday, July 24, 2025**. Bids may be delivered to the City Procurement Office, 222 Pine Avenue, Suite 260, Albany, GA 31701 in person, by courier.
11. **Requests for Additional Information** should be directed in writing **no later than 2:30 p.m., Wednesday, July 17, 2025** to the Procurement Division office Attn: Destin Adams by email dadams@albanyga.gov, cc: JsWilliams@albanyga.gov, and KRoss@albanyga.gov. Replies of substance will be in the form of an addendum which will be posted on the website and made available to all potential Bidders.

CITY OF ALBANY
BID REFERENCE NO.: 26-001
ADDENDUM ACKNOWLEDGEMENT FORM

Instructions: Please acknowledge receipt of addenda received by completing this addendum acknowledgement form. Check the box next to each addendum received and sign below. This addendum acknowledgement form should be submitted with your bid to expedite document processing.

Acknowledgement: I, the undersigned, acknowledge receipt of the following addenda to the above referenced Invitation To Bid and have made any necessary revisions to my response or submittal. I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid.

Addendum No. 1 ☐	Addendum No. 3 ☐
Addendum No. 2 ☐	Addendum No. 4 ☐
☐ No Addenda received for Bid Reference No.: 26-001	

I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any city personnel is not binding. Only information issued in writing and added to the specifications by an official addendum is binding.

Company Name

Print Name and Title of Authorized Signer

Authorized Signature

Date

*** COMPLETE AND SUBMIT**

GOVERNING LAW AND VENUE

Contractor agrees that as to any actions or proceedings arising out or related to this agreement, any such proceedings shall be governed and determined by Georgia Law.

Contractor further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in Dougherty County, Georgia.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____
[Printed]

TITLE: _____

SIGNATURE: _____

*** COMPLETE AND SUBMIT**

CERTIFICATION OF NON-COLLUSION

The bidder being sworn, disposes and says, I, _____

The Contractor and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____
[Printed]

TITLE: _____

SIGNATURE: _____

* COMPLETE AND SUBMIT

Advertisement Form

For All Firms Participating in the bid please answer questions below:

Please let us know how you heard about the BID/RFP advertisement by selecting one of the following.

1. Internet/Social Media to include Facebook, Twitter, etc. Yes____ No____
2. City of Albany website Yes____ No____
3. City of Albany local access channel (channel 16) Yes____ No____
4. Georgia Procurement Registry Yes____ No____
5. Other: _____

Please indicate if you are a DBE: Yes_____ No_____

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

INDEMNITY AGREEMENT

This indemnity agreement made and entered into in favor of CITY OF ALBANY ("ALBANY"), a municipal corporation, by [CORPORATE NAME].

WHEREAS, [CORPORATE NAME] has submitted a bid to ALBANY so as to provide
[describe the service, products(s)]_____.

NOW, THEREFORE, as an additional consideration in ALBANY awarding the bid to [CORPORATE NAME],

[CORPORATE NAME] agrees to indemnify and hold harmless, ALBANY, its agents, principals, officers, and employees, their successors and assigns, individually and collectively, with respect to all third party claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of any alleged negligence of its officers, agents, or employees in connection with the product or services involved in the bid; provided this indemnity shall not extend to any damage, injury or loss due to ALBANY's sole negligence or willful injury.

[CORPORATE NAME] shall reimburse ALBANY for reasonable attorney fees and expenses of ALBANY in defending all such claims and shall also be responsible for payment of all judgements.

WITNESS THE HAND AND SEAL of the undersigned pursuant to proper corporate authority this, ____ day of _____, 20__.

[CORPORATE NAME]

By: _____

Title _____

Attest: _____

Title _____

[Affix Corporate Seal]

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Address:	
Solicitation/Contract No.:	26-001
Solicitation /Contract Name:	LED Roadway Lighting

CONTRACTOR AFFIDAVIT

I understand that the City of Albany may not enter into a contract with _____ (Name of Corporation) unless it has registered and does participate in the Federal Work Authorization Program defined in O.C.G.A. § 13-10-90(2), to-wit" (2) "Federal work authorization program" means 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), D.L. 99-603.

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the **City of Albany** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the contract period and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with sub-Contractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13- 10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification No.
Authorization (EEV/E-Verify Company Identification Number)

Date of

Name of Contractor

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

Printed Name (of Authorized Officer or Agent of Contractor)
Contractor)

Title (of Authorized Officer or Agent

Signature (of Authorized Officer or Agent)

Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON

[NOTARY SEAL]

Notary Public
My Commission Expires: _____