

September 08, 2025

TO: All Potential Bidders

SUBJECT: Fire Hydrants

Bid Ref. **#26-008R**

Bid Opening Date & Time: October 06, 2025 at 2:30 p.m.

ADDENDUM NO. 1

The items contained in this addendum are added to and/or deleted from and become part of the specifications and proposal documents for the above-referenced Invitation to Bid. Bidders **must acknowledge receipt** of the Addendum on the Bid Form, located in the invitation to bid, when the bids are submitted.

QUESTIONS:

Question 1: Is this going to be a one-time purchase or do we have to hold pricing for a year? *Answer: this will be considered a one-time purchase at this time, so no. This can be subject to change for any future purchases, depending on variables such as inventory levels and demand.*

End of Addendum 1 (You must acknowledge this Addendum for your bid to be acceptable.)

*Takeshia Martin*Takeshia Martin, Buyer

Cc: Jesse Barnes, Warehouse Manager, Finance Kendall Hodge, Director, Utility Operations Kurt Anthony, Deputy Director, Utility Operations



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: #26-008R DATE: 09/04/2025

REQUESTING DEPARTMENT:

FINANCE -WAREHOUSE <u>DELIVER ORDERS TO:</u>
1726 LILY POND RD

ALBANY, GA 31701

JOSHUA WILLIAMS

TAKESHIA MARTIN

JOSHUA WILLIAMS, PROCUREMENT MANAGER Takeshia Martin, Buyer

PREBID CONFERENCE:

N/A

QUESTIONS DEADLINE:

2:30PM ON 09/26/2025

BID DEADLINE:

2:30pm on 10/06/2025

QUESTIONS SUBMITTED **AFTER THIS DATE** MAY NOT BE ANSWERED.

ALL QUESTIONS ARE TO BE SUBMITTED IN WRITTEN FORM TO: tmartin@albanyga.gov; kross@albanyga.gov; <a href="kross@alban

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
	THE CITY OF ALBANY IS SEEKING COMPETITIVE SEALED BIDS FOR A ONE-YEAR FIRM PRICE CONTRACT FOR TWENTY-FOUR (24) FIRE HYDRANTS FOR WAREHOUSE INVENTORY. PLEASE INCLUDE FREIGHT IN YOUR PRICE.		
15	5 - 1/4 VO, 3-WAY FIRE HYDRANTS, 4'6"		
	(STAINLESS STEEL BOLTS ONLY)	\$	\$
9	5- 1/4 vo, 3-WAY FIRE HYDRANTS, 3'6"		
	(STAINLESS STEEL BOLTS ONLY)	•	•
		Φ	Ψ

			FREIGHT	\$
			TOTAL BID	\$
BIDDER INF	FORMATION			
FEDERAL TAX	ID #	FIRM NAME	P	HONE
TERM DISCOU	NT: NET%	ADDRESS	F	AX
CHECK IF NEW	ADDRESS	CITY/STATE/ZIP	E	MAIL
Must Be Si Representa	igned By An Authorized ative.	SIGNATURE		
DI IDCHASING FORM:	#12.10/08 pm/		ENSURE RECEIPT OF C	COPY OF TABULATION SHEET.

For Proper Consideration Please Bid On This Form

PLEASE NOTE THAT BID SUBMISSIONS ARE TO BE DELIVERED TO THE PROCUREMENT OFFICE, NOT THE WAREHOUSE!! THE ADDRESS FOR THE PROCUREMENT OFFICE IS AT THE TOP OF THIS BID FORM.

ANY BIDS NOT SUBMITTED TO THE PROCUREMENT OFFICE WILL NOT BE ACCEPTED IF IT ARRIVES LATE DUE TO INCORRECT ADDRESS BEING USED!

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. 26-008R Fire Hydrants TERMS AND CONDITIONS

- 1. **Purpose**: The City of Albany is seeking competitive sealed bids for a one-time, firm price contract for twenty-four (24) fire hydrants for warehouse inventory.
- 2. **Location:** Deliver to Lily Pond Warehouse. The point of contact is Jesse Barnes, phone: (229) 302-1627.
- 3. **Award**: This project will be a lump sum bid for all specified work and will be awarded to the lowest responsive and responsible bidder.
- 4. **Contract Time**: 60 days upon receipt of notice of award.
- 5. <u>Liquidated Damages</u> if applicable, shall be assessed against any money due or that may become due the Contractor in accordance at the rate of \$300.00 per calendar day.
- 6. **Contractor's Responsibility**: Contractor's bid shall include all necessary labor, materials, tools, equipment, and all other items necessary to complete the contract requirements in accordance with bid documents, special instructions, specifications, and all other provisions included in this bid document. It is the bidder's responsibility to visit the jobsite and become familiar with the local conditions.
- 7. **Superintendent**: The contractor shall have a superintendent or representative on the site at all times while work is being performed. He will represent the contractor and all communications given to him shall be binding as if given to the contractor.
- 8. **Compliance**: The contractor is responsible for knowledge of and compliance with all laws, codes, ordinances, and regulations that are applicable to this type of work.
- 9. No bid may be withdrawn for a period of sixty (60) days from the bid opening date.to attend.
- 10. <u>Bid Deadline/Opening</u>: Bid Submission deadline is **2:30p.m. on October 06, 2025**. **Bids must be delivered to the City Procurement Office, 222 Pine Avenue, Suite 260, Albany, GA 31701 in person or by courier.** The bid opening will be at the City of Albany, Procurement Division, Suite 260, 222 Pine Avenue, Albany, Georgia.
- 11. <u>Bid Form</u>: Bids must be submitted on the bid form provided in this bid document to the City of Albany Procurement Division, 222 Pine Avenue, Suite 260, Albany, Georgia. Bid is for a Lump Sum contract. Bid is for all work specified in this bid document and will be awarded to the lowest responsive and responsible bidder.
- 12. **Contract**: The successful bidder will be required to submit four (4) executed copies of the contract contained herein within ten (10) days following the issuance of the Notice of Award.

- 15. **Permits and Fees**: **If applicable**, within five (5) days following the issuance of the Notice to Proceed the contractor shall apply for all permits. Failure to do so may result in award of this contract to the next lowest bidder and the original contractor may be billed for the difference in price. The contractor shall secure all permits, license certificates, inspections (permanent and temporary) and Occupational Tax Certificate before any work can commence. This documentation should be on file in the Procurement Office prior to start of any work associated with this contract. The contractor is required within five (5) days of completion of specified work to contact the Project Manager, Kendall Hodge, at (229) 302-1604 for a final inspection. Successful bidder 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 prior to award of contract.
- 16. Certification of Bidder's Experience and Qualifications: The undersigned bidder certifies that they are, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Georgia to do the type of work required under terms of the contract documents. Bidder further certifies that they are skilled and regularly engaged in the general class and type of work called for in the contract documents. The bidder represents that they are competent, knowledgeable and have special skills on the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities, which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that they have the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards. Suitable evidence of the successful bidder's experience, to include references, may be submitted with bid.
- 17. **INSURANCE**: If applicable, the bidder shall possess and maintain general liability coverage of at least \$1,000,000 combined single limit with \$2,000,000 general aggregate per occurrence covering all premises and operations including bodily injury, personal injury, and property damage. In addition to the Certificate of Insurance, the contractor must provide the declaration page for the commercial general liability insurance policy. Policy shall be endorsed to name City of Albany as an additional insured, provide thirty (30) days' notice of any cancellation, modification, and/or alteration of the coverage, and specifically identify the project being insured. The bidder shall possess and maintain worker's compensation coverage in the statutory limits of Georgia. The bidder shall possess and maintain Business Automobile Liability of \$1,000,000 Combined Single Limit covering owned, non-owned and hired automobiles.
- 18. Preservation of Property: If applicable, the contractor shall carry out their work with such care and by the proper methods to prevent damage to the property adjacent to the work or within streets, easement locations to the extent the owner may have rights therein, or other property of the owners or of others, whether adjacent to the work site or not, the removal, relocation, or destruction of which is not called for by the provisions of the contract documents; it being a condition of the execution of the contract that the work be performed in such manner that the property of others and other property of the owner shall not be damaged in any way. The word PROPERTY, as used, is intended to include among other types of property, public street improvements, storm and sanitary sewers, water lines and appurtenances, or other structures. Should any property be damaged or destroyed, the contractor at their own expense shall promptly, or within reasonable time, repair or make such restoration as is practical and acceptable to the owner of the damaged or destroyed property. In case of failure on the part of the contractor to repair or restore such property, or make good such damage or injury, the Building Inspector may within forty-eight (48) hours' notice, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due or which may become due the contractor under this contract agreement. The contractor shall, at all times in performance of the work, employ approved methods and exercise reasonable care and skill so as to avoid delay, damage, injury or destruction of existing public service installations and structures; and shall at all times in the performance of the work avoid interference with, or interruption of, public utilities services, and shall cooperate fully with the owners thereof to the end.
- 19. **SUBMIT WITH BID**: Specimen copy of Certificate of Insurance. Upon award of contract and prior to commencement of work under this contract, the successful bidder shall provide City of Albany a Certificate of Insurance showing the type and limits of insurance specified herein with City of Albany as an additional insurer.
- Barricades and Warnings: If applicable, the contractor, when necessary, shall provide, erect, and maintain 20. all necessary barricades, and take all necessary precautions for the protection of the work and safety of the public. If in areas of 6

vehicular traffic, barricades and obstructions shall be illuminated at night and lights shall be kept burning from sunset to sunrise.

- 21. **Removal of Trash and Rubbish**: **If applicable**, the contractor shall be responsible for the removal and legal disposal of all waste, trash, and rubbish resulting from the work under this contract. Work site shall be kept clean and orderly during construction; trash shall be removed from the site or adequately containerized daily. Any precious metals belong to the owner. All other debris is to be taken to the City of Albany Landfill.
- 22. **Governing Law and Venue**: An executed copy of this form should accompany your bid. (See Attached).
- 23. **Georgia Security and Immigration Compliance Act**: The successful contractor will provide certification that they are in compliance with the Georgia Security and Immigration Compliance Act, certifying that the provisions of O.C.G.A § 13-10-91, Chapter 300-10-1, per the Georgia Department of Labor, if applicable, have been complied with in full. Pursuant to O.C.G.A §13-10-90(2), all subcontractors entering into a contract or agreement for hire on this Project must be registered and participate in the Federal Work Authorization Program. An executed copy of this form should accompany your bid. (See Attached).
- 24. **Certificate of Non-Collusion**: An executed copy of this form should accompany your bid. (See Attached).
- 25. **Drug Free Workplace**: An executed copy of this form should accompany your bid. (See Attached).
- 26. **Debarred Bidders**: An executed copy of this form should accompany your bid. (See Attached).
- 27. **Indemnification**: An executed copy of this form should accompany your bid. (See Attached).
- 28. **Termination for Convenience**: This contract may be terminated in whole or in part by the with the consent of the Contractor in which case the two parties shall agree upon the termination conditions, including the effective date in the case of partial termination, the portion to be terminated or by the Contractor upon written notification to City of Albany setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, City of Albany determines that the remaining portion of the award will not accomplish the purposes for which the contract was awarded, City of Albany may terminate the contract in its entirety.
- 29. **Termination for Cause**: In the event that the contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material. The City may, in its discretion, provide the contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, the contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the contractor, unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the contractor to cure the default the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminates the contract, the contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.
- 30. **Warranty**: Contractor shall guarantee all specified work performed for a period of one (1) year from the date of written acceptance of the work by the Owner's designated representative that all materials, labor, and workmanship provided under this contract are free from defects of any kind. At no expense to the City of Albany, the contractor shall make repairs to any defects found and reported during the warranty period. Final inspection, final acceptance, and final payment shall not be construed as a waiver of this warranty. The following are excluded from this warranty:
 - A. Defects or failures resulting from abuse by the owner.
 - B. Damage caused by fire, tornadoes, hail, hurricane, Acts of God, wars, riots, civil commotion, or vandalism.

31. Bid Submittals: (All items listed below must be submitted with bid).

- A. Bid Form
- B. Addendum acknowledment form

32. The following items should be submitted with bid:

- A. Governing Law & Venue Form (See Attached)
- B. Georgia Security and Immigration Compliance Act Affidavit (See Attached)
- C. Certificate of Non-Collusion Form (See Attached)
- D. Drug Free Workplace (See Attached)
- E. Debarred Bidders Integrity Form (See Attached)
- F. Indemnity Agreement
- G. Contract
- H. Advertisement Form
- I. Corporate Seal
- J. Secretary of State's Certificate of Incorporation
- K. Listing of the principals of Corporation
- 33. All Corporations must provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of their corporate principals with the bid.
- 34. The City of Albany encourages Disadvantaged Business Enterprises (DBE) and Small Business firms to participate in this bid.
- 35. Bid 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.
- 36. The Owner of this project is the City of Albany. The Owner reserves the right to reject any and all bids, to waive any informalities in the bid process, re-advertise for bids and to award the contract as may be in the best interest of the Owner.
- 37. Requests for Additional Information should be directed in writing no later than September 26, 2025 at 2:30 p.m. to the Procurement Division office Attn: Takeshia Martin, email: tmartin@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.

GOVERNING LAW AND VENUE

Contractor agrees that as to any actions or proceedings arising out of 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:	
TITLE:		
SIGNATURE:		

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:			
Address:			
Solicitation/Contract No.:	26-008R		
Solicitation / Contract Name:	FIRE HYDRANTS		
	CONTRACT	TOR AFFIDAVIT	
(Name of Corporation) unless in O.C.G.A. § 13-10-90(2), to-work authorization programs of work authorization program of newly hired employees, pursuaffirmatively that the individual of the City of Albany has a	ty of Albany may not enter it has registered and does wit" (2) "Federal work auto operated by the United Sta perated by the United Sta ant to the Immigration Re avit, the undersigned Con II, entity or corporation who registered with, is author		ic verification of uivalent federal information of 603. 3-10-91, stating rvices on behalf zation program
and deadlines established in C Furthermore, the unders	O.C.G.A. § 13-10-91. igned Contractor will cont	cinue to use the federal work authorization progression contract for the physical performance of service	ram throughout
of such contract only with sub	-Contractors who present ctor hereby attests that its	an affidavit to the Contractor with the informatics of services and affidavit to the Contractor with the informatics of services and affidavit to the Contractor with the informatics of services and affidavit to the Contractor with the informatics of services and affidavit to the Contractor with the informatic of services and affidavit to the Contractor with the informatic of services and affidavit to the Contractor with the informatic of services and affidavit to the Contractor with the informatic of services and affidavit to the Contractor with the informatic of services and affidavit to the Contractor with the informatic of services and affidavit to the Contractor with the informatic of services and affidavit to the Contractor with the informatic of services and affidavit to the Contractor with the informatic of services and affidavit to the Contractor with the informatic of services and affidavit to the Contractor with the informatic of services and affidavit to the Contractor with the informatic of services and affidavit to the contractor with the informatic of services and affidavit to the contractor with the informatic of services and affidavit to the contractor with the contractor of services and affidavit to the contractor of	ion required by
Federal Work Authorization Uso (EEV/E-Verify Company Identif		Date of Authorization	
Name of Contractor			
I hereby declare under pena	alty of perjury that the f	foregoing is true and correct.	
Printed Name (of Authorized Off	ficer or Agent)	Title (of Authorized Officer or Agent)	
Signature (of Authorized Officer	or Agent)	Date	
Signed SUBSCRIBED AND SWO	RN BEFORE ME		
		[NOTARY SEAL]	
Notary Public			nproved 10/23/2020

10

CERTIFICATION OF NON-COLLUSION

The bidder being sworn, disposes and says,
The Contractor submitting this certification 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:
TITLE:
SIGNATURE:

DRUG FREE WORKPLACE CERTIFICATION

DRUG FREE WORKPLACE REQUIREMENTS: The Contractor will provide the following certification that a Drug Free Workplace will be provided on the Project.

The undersigned certifies that the provisions of Code Sections 50-24-0221 through 50-24-0226 of the Official Code of Georgia Annotated, relating the "Drug Free Workplace Act", have been complied with in full. The undersigned further certifies that:

- 1. A drug free workplace will be provided for the Contractor's employees during the performance of the Contract; and
- 2. Each Contractor who hires a Subcontractor to work in a drug free workplace shall secure from that Subcontractor the following written certification:

DATE:	
COMPANY NAME:	
AUTHORIZED REPRESENTATIVE NAME:	
TITLE:	
STGNATURE:	

DEBARRED BIDDERS/INTEGRITY CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (49 CFR, Part 29):

The Contractor must certify that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Contractor certifies that he or she shall obtain an identical certification from all its sub-contractors. The Contractor also agrees that when a sub-contractor is unable to certify to any of the statements in this certification, the prospective participant shall submit an explanation to the Contractor.

DATE:	
COMPANY NAME:	
AUTHORIZED REPRESENTATIVE NAME:	
TITLE:	
SIGNATURE:	

INDEMNITY AGREEMENT

This indemnity	agreement made and entered into in fav	or of CITY OF ALBANY ("ALBA	NY"), a
municipal corporation,	by		
WHEREAS,	has submitted a	bid to ALBANY so as to provide	
	FORE, as an additional consideration in	n ALBANY awarding the bid to	
	agrees to indemnify and	hold harmless ALBANY, its agents	, principals,
officers, and employees	s, their successors and assigns, individu	ually and collectively, with respect to	o all third
party claims, demands	or liability for any injuries to any perso	on (including death) or damage to an	y property
arising out of any alleg	ed negligence of its officers, agents, or	employees in connection with the p	roduct or
services involved in the	bid; provided this indemnity shall not	extend to any damage, injury or los	s due to
ALBANY's sole neglig	gence or willful injury.	shall reimburse ALF	BANY for
	s and expenses of ALBANY in defend		
for payment of all judge	ements.		
WITNESS THE	E HAND AND SEAL of the	pursuant to proper corpora	te authority
day of			-
	_		
		[CORP	PORATE NAMEJ
	By:		
	Ti	itle	
	Attest:		
	T	itle	
		[Affix Corporate Seal	

CONTRACT Fire Hydrants Bid Reference Number 26-008R

THIS AGREEMENT, made as of the	day of	2025, by and between The City of
Albany, Ga., (Party of First Part, herein	after called the O	wner) and
	, (Party	of the Second Part, hereinafter called the
Contractor).		

WITNESSETH: That the said Contractor has agreed, and by these present does agree with the said Owner, for the consideration herein mentioned in his bid and under the penalty expressed in bid document, hereto attached, to furnish all equipment, tools, and materials, skill and labor of every description necessary to carry out and complete in good, firm, and substantial workmanlike manner, the specified work in strict conformity with the drawings and specifications hereinafter set forth which together with the foregoing bid made by the Contractor, the Notice to Contractors, Instructions to Bidders, General Conditions, Addenda, Special Provisions and this Agreement, shall all form essential parts of the Agreement. The work covered by this Agreement includes all work shown on drawings and specifications and listed in the attached bid.

The Owner shall pay, and the Contractor shall receive the **Lump Sum** stipulated in the Bid for **Fire Hydrants** as full compensation for everything furnished and done by the Contractor under this Contract. The full lump sum of **\$**______shall be paid in thirty (30) day increments in the manner and according to the terms specified in the Contract Documents, included in the Contractor's periodic estimate. If the Contractor shall not have submitted evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid, the Owner may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor, services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the Owner, to the payment of just claims.

Contractor is required to provide acceptable proof of insurance coverage. Acceptable proofs are a Certificate of Insurance with Additional Insured Endorsement (a Certificate of Insurance by itself is not acceptable) or Declaration Pages of the insurance policies listed which show the City of Albany as additional insured. The insurance company must be authorized to provide insurance in the State of Georgia. Required Insurance Policies and Endorsements are: Commercial General Liability of at least \$1,000,000 for bodily injury and property damage with the City of Albany as additional insured, Automobile/Vehicle Liability of at least \$500,000 each occurrence for bodily injury and property damage covering owned, non-owned, leased and hired autos/vehicles with the City of Albany as additional insured and Worker's Compensation in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than \$100,000 of each accident/disease. These policies must also contain a waiver of subrogation in favor of the City of Albany. All insurance policies must provide that the City of Albany will be notified within 30 days of any changes, restrictions and/or cancellation. If applicable, Professional Liability in addition to above requirements, of at least \$500,000 each claim. Proof of insurance must be submitted to the Procurement Division and approved by Risk Management prior to performance of any work.

Contractor agrees that as to any actions or proceedings arising out of 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.

Contractor agrees to indemnify and hold harmless the City, its agents, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of the activities of contractor or based on alleged negligence of contractor, its officers, agents, or employees and contractor shall defend against all such claims and pay all expenses of such defense, including attorney fees, and all judgments based thereon; provided that this obligation shall not extend to any damage, injury or loss due to the negligence of the City.

IN WITNESS W day of	VHEREOF the parties hereto have executed this Agreement in quadruplicate this, 2025.
	CITY OF ALBANY, GA. (Owner)
	BY:AUTHORIZED SIGNATURE
	(Title)
(SEAL)	(Contractor) By:
	(Title)
(Witness)	
(Witness)	

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, 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:		
ΓΙΤLE:		
SIGNATURE:		

CITY OF ALBANY ADDENDUM ACKNOWLEDGEMENT FORM Bid Reference No. 26-008R

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

Date

Fire Hydrant detail sheet (example only)

129 HYDRANT

WHEN PLACING ORDERS OR REQUESTING QUOTES OR SUBMITTALS, PLEASE SUPPLY THE FOLLOWING INFORMATION:

- Quantity of hydrants, accessories, and maintenance kits required
- Size of main valve opening: 5 1/4"
- · Size and number of hose nozzles
- · Size and number of steamer nozzles
- Hose and pumper nozzle thread specifications
- · Type of inlet connection

- · Nozzle height to ground line
- · Depth of trench or bury
- · Direction of opening
- Size and shape of operating nut, weather shield and cap nuts
- · Color desired
- · Town or municipality



COMMITTED TO ENVIRONMENTAL RESPONSIBILITY

M&H Valve Company is committed to protecting our natural resources through environmentally responsible manufacturing practices, including the use of 80+% recycled content in our hydrants and valves.

EXAMPLE IMAGE ONLY EXAMPLEIMAĞE BURY

EXAMPLE IMAGE ONLY

