

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

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

SALES TAX #047-10727-1 FED. EXEMPTION #58-6000504

### **INVITATION TO BID**

•This is NOT an Order•

BID REF: #26-015

DATE: 09/8/2025

REQUESTING DEPARTMENT:

**DELIVER ORDERS TO:** 

ALBANY FIRE DEPARTMENT

320 N. JACKSON ST. ALBANY, GA 31701

MICHAEL EATON

MICHAEL EATON, CFO

JOSHUA WILLIAMS

Joshua Williams, Procurement Manager

**QUESTIONS DEADLINE: PREBID CONFERENCE:** 

5:00pm on 09/22/2025

**BID DEADLINE:** 

2:30pm on 10/08/2025

| 7 7722 on the contract of | QUESTIONS SUBMITTED AFTER †AFTER   | THIS DATE T MAY NO   | OT BE ANSWE | RED                |                |
|---|--|----------------------|-------------|--------------------|----------------|
| *QUOTE EA   | CH ITEM F.O.B. ALBANY, GA. FREIGHT PREP  | PAID AND INCLUD      | ED IN PRIC  | Œ.                 |                |
| EST QTY   | DESCRIPTION  |                      | LEAD TIME   | UNIT PRICE         | EXTENDED PRICE |
| 195 ea.   | Women's Propper short sleeve ICE Performance XXL; with emblem. See Spec. #1                    | e Polos. Sizes XS -  | *           | \$                 | \$             |
| 685 ea.   | Men's Propper short sleeve ICE Performance Po<br>4XL; with emblem. See Spec. #2                | olos. Sizes M -      | *           | \$                 | \$             |
| 400 ea.   | Men's Propper Kinetic Slick Pants, uniform trou<br>See Spec #3; Item #F5921                    | sers. Sizes 28-54;   |             | \$                 | \$             |
| 24 ea.  | Women's Propper Kinetic Slick Pants, uniform t<br>4WL – 24WL; See Spec. #4; Item #F5922        | 9                    |             | \$                 | \$             |
| 5 ea.   | Men's Flying Cross Dress Pants. Sizes 28 –46; See Specification #5; Item #TR070                |                      |             | \$                 | \$             |
| 30 ea.  | Men's, Horace Small Sentinel Trouser. Sizes 28-46 Men's; See<br>Specification #6; Item #HS2372 |                      |             | \$                 | \$             |
| 6 ea.   | Women's, Horace Small Sentinel Trouser. Sizes 4WL-24WL; See Specification #7; Item #HS2373     |                      | ,           | \$                 | \$             |
|   | *Successful bidder must come and measure staff fo  |                      |             |                    |                |
|   | *Unit Pricing shall be a firm price for one year   | ř                    |             |                    |                |
|   | *Samples are required with bid if an alternate bra   | AND IS BID           |             |                    |                |
|   |  |                      | BID TOTAL   |                    | \$             |
| BIDDER IN   | FORMATION  |                      |             |                    | C.             |
| FEDERAL TAX ID # FIRM N   |  |                      | PHONE       |                    |                |
| TERM DISCOU   | NT: NET%   | ADDRESS              | ESS FAX     |                    |                |
| CHECK IF NEW  | ADDRESS  | CITY/STATE/ZIP EMAIL |             |                    |                |
| Must Be Sig   | gned By An Authorized Representative.  | SIGNATURE            | l           |                    |                |
| PURCHASING FORM   | #12 10/98 REV  |                      |             | EIPT OF COPY OF TA |                |

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.
- 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 <a href="www.albanyga.gov">www.albanyga.gov</a> or call the Procurement Office at 229-431-3211 for any addendums.

PROCUREMENT FORM - Revised 11/18/2021

## CITY OF ALBANY BID REFERENCE NO. 26-015 TERMS, CONDITIONS AND SPECIAL INSTRUCTIONS

- 1. **General Information** Sealed bids will be received by the City of Albany, Procurement Division, 222 Pine Avenue, Suite 260, Albany, GA 31701, until 2:30 p.m, on October 8, 2025 for the purchase of uniform shirts and pants for the Albany Fire Department. This will be a one-year firm price contract with two (2) options to renew for additional one-year terms per GA Law 36-60-13 for multi-year contracts.
- 2. This will be an all or nothing bid and will be awarded to the lowest responsive and responsible bidder.
- 3. Prices will be Firm-Fixed Price for a period of one (1) year. The City will take into consideration changes in service and/or pricing when deciding whether to exercise any option to renew. Pricing increases for potential renewals should not exceed the most current Consumer Price Index (CPI) rate for Southern B/C cities without just cause and city departmental recommendation.
- 4. LEAD/DELIVERY periods after receipt of order must be included on Bid Form.
- 5. A Statement of Warranty must be included with bid submission.
- 6. Sample required with bid submission.
- 7. Specification Sheets must be included with bid submission.
- 8. **Corporations**: All Corporations should provide a corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principles of the corporation with the bid.
- 9. The awarded bidder will come on-site to measure and size all employees of the Fire Department before an official order is placed.
- 10. No bid may be withdrawn for a period of thirty (30) days from the bid opening date.
- 11. The Owner reserves the right to reject any and all bids and to waive any informalities in the bidding process.
- 12. The City strongly encourages Small Business firms to participate in this bid.
- 13. 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

- 14. **Bid Form**: Bids must be submitted on the form provided in this bid document. Ensure the bid form is completed in its entirety. This will be an all or nothing bid and will be awarded to the lowest responsive and responsible bidder.
- 15. **Certificate of Non-Collu**sion: An executed copy of this form should accompany your bid. (See attached).
- 16. **Governing Law and Venue**: An executed copy of this form should accompany your bid. (See attached).
- 17. **Indemnity Agreement**: An executed copy of this form should accompany your bid and must be completed for contract award. (See attached).
- 18. **Pre-Bid Conference**: No Pre-Bid meeting will be held for this bid. Please submit any questions by the deadline listed below.
- 19. **Bid Submission:** Bid Submission deadline is **2:30 p.m. on October 8, 2025**. Bids may be delivered in-person or by courier to the City Procurement Office, 222 Pine Avenue, Suite 260, Albany, GA 31701.
- 20. **Requests for Additional Information** should be directed in writing **no later than 5:00 p.m. September 22, 2025** to the Procurement Division office by email to: <a href="mailto:jswilliams@albanyga.gov">jswilliams@albanyga.gov</a>, cc: <a href="mailto:kross@albanyga.gov">kross@albanyga.gov</a>. 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.

#### MINIMUM SPECIFICATIONS ALBANY FIRE DEPARTMENT UNIFORMS BID REF. #26-O15

Instructions: Answer each specification with "Yes" or "No" indicating whether the specification is met. Write

the cost of each item being bid on the quotation sheet on page 1. On the quotation sheet please put "no bid" for

items you will not bid on. This bid will be awarded as a lump sum bid.

| Women's Propper | <b>ICE Performance</b> | <b>Short Sleeve </b> | Shirt - WORK · | - SPECIFICATION |
|-----------------|------------------------|----------------------|----------------|-----------------|
| #1:             |                        |                      |                |                 |

| 1.  | Charcoal with name/rank & logo. Yes/No                                   |
|-----|--|
| 2.  | Propper brand no Subs. Yes/No  |
| 3.  | Sizes range from adult (XS-XXL large). Yes/No                            |
| 4.  | 90% Polyester/ 10% Spandex with moisture wicking. Yes/No                 |
| 5.  | Fade, Shrink, and Wrinkle resistant. Yes/No                              |
| 6.  | Mic clips on both shoulders and sunglasses clip under placket. Yes/No    |
| 7.  | Gusseted mesh underarm. Yes/No   |
| 8.  | Two-channel pen pocket on left shoulder. Yes/No                          |
| Mei | n's Propper ICE Performance Short Sleeve Shirt - WORK - SPECIFICATION #2 |
| 1.  | Charcoal with name/rank & logo. Yes/No                                   |
| 2.  | Propper brand no Subs. Yes/No  |
| 3.  | Sizes range from adult (Medium-4XL large). Yes/No                        |
| 4.  | 94% Polyester/ 6% Spandex with moisture wicking. Yes/No                  |
| 5.  | Fade, Shrink, and Wrinkle resistant. Yes/No                              |
| 5.  | Mic clips on both shoulders and sunglasses clip under placket. Yes/No    |
| 7.  | Gusseted mesh underarm. Yes/No   |
| 2   | Two-channel pen pocket on left shoulder Ves/No                           |

#### Men's Kinetic Slick Pant - SPECIFICATION #3

| 1. | 6.5 oz 64% polyester / 32% cotton / 4% spandex NEXStretch® Ripstop. Yes/No |
|----|--|
| 2. | Notched front pockets with knife reinforcement. Yes/No                     |
| 3. | Secure Ribbon button with zipper fly and French fly reinforcement. Yes/No  |
| 4. | Low profile single welt cargo pockets with discreet zipper closure. Yes/No |
| 5. | Single welt back pockets. Yes/No   |
| 6. | Gusseted crotch. Yes/No  |
| W  | omen's Kinetic Slick Pant— SPECIFICATION #4                                |
|    | 6.5 oz 64% polyester / 32% cotton / 4% spandex NEXStretch® Ripstop. Yes/No |
| 2. | Notched front pockets with knife reinforcement. Yes/No                     |
| 3. | Secure Ribbon button with zipper fly and French fly reinforcement. Yes/No  |
| 4. | Low profile single welt cargo pockets with discreet zipper closure. Yes/No |
| 5. | Single welt back pockets. Yes/No   |
| 6. | Gusseted crotch. Yes/No  |
| Me | en's Flying Cross Dress Pants- SPECIFICATION #5                            |
| 1. | Hip pockets with a security tab on the left side. Yes/No                   |
| 2. | 100% polyester with a tropical weave. Yes/No                               |
| 3. | Freedom fit waistband. Yes/No  |

| M  | en's Horace Small Sentinel Trouser- SPECIFICATION #6  |
|--|---|
| 1.   | 100% polyester. Yes/No  |
| 2.   | Brass ratcheting zipper and crush-proof hook and eye closure. Yes/No  |
| 3.   | Wickable soil release. Yes/No   |
| 4.   | Quarter-top front pockets. Yes/No   |
| 5.   | Set-in hip pockets with button through left hip pocket closure. Yes/No  |
| 6.   | 1 ½ Snugtex waistband with Ban-rol. Yes/No  |
|  |   |
|  |   |
| Mon  | on's Horaco Small Sontinal Trouser - SDECTETCATION #7   |
|  | nen's Horace Small Sentinel Trouser - SPECIFICATION #7  100% polyester. Yes/No  |
| 1.   |   |
| 1.<br>2.                                       | 100% polyester. Yes/No  |
| 1.<br>2.<br>3.                                 | 100% polyester. Yes/No  Brass ratcheting zipper and crush-proof hook and eye closure. Yes/No                                |
| <ol> <li>2.</li> <li>3.</li> <li>4.</li> </ol> | 100% polyester. Yes/No  Brass ratcheting zipper and crush-proof hook and eye closure. Yes/No  Wickable soil release. Yes/No |

# CITY OF ALBANY BID REFERENCE NO. 26-015 ADDENDUM ACKNOWLEDGEMENT FORM

<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>.

<u>Acknowledgement</u>: 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. <sub>1</sub> |   | Addendum No. 3              |   |
|----------------------|---------------------------|---|-----------------------------|---|
|                      | Addendum No. 2            |   | Addendum No. 4              |   |
|                      | No Addenda recei          | ved for Bid Ref                         | erence No.: <b>26-015</b> . |   |
| any oral obinding. ( | discussion held betw      | veen Vendor                             | 's representatives a        | assumed to be made during<br>and any city personnel is not<br>e specifications by an official |
| Print Name           | e and Title of Authorize  | d Signer                                |                             |   |
| Authorized           | d Signature               |   |                             |   |
| Date                 |                           | 4 5 5 5 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 |                             |   |

#### \* 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] | 9 | · · · · · · · · · · · · · · · · · · · |  |
| TITLE:                          |           |   |                                       |  |
| SIGNATURE:                      | 7.        |   |                                       |  |

#### \* 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, et | c. 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.   |        |    |  |
| DATE:   |        |    |  |
| COMPANY NAME:   | 1      | _  |  |
| AUTHORIZED REPRESENTATIVE NAME:                           |        |    |  |
| TITLE:  |        |    |  |
| 111 LL.   |        |    |  |
| SIGNATURE:  |        |    |  |

#### **INDEMNITY AGREEMENT**

| This indefinity agreement made and entered into in lavor of CITY OF ALBANT ( ALBANT ),                 |
|--|
| 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                |
| iudgements.  |
| 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.:   |  |  |  |
| Solicitation /Contract Name:   |  |  |  |
|  | CONTRACTOR   | AFFIDAVIT  |  |
| in the Federal Work Authorizat authorization program" means at United States Department of Hor by the United States Department to the Immigration Reform and C  By executing this affidate 91, stating affirmatively that the of services on behalf of the Ci work authorization program come with the applicable provisions are Furthermore, the undersign throughout the contract period services in satisfaction of such contracts. | ion Program defined in my of the electronic verification of the electronic verification of Homeland Security to Control Act of 1986 (IRC wit, the undersigned Core individual, entity or core to a control known as E-Verify and deadlines established the Contractor will contain the undersigned Contract only with sub-Contract only with sub-Contrac | priporation) unless it has registered and a O.C.G.A. § 13-10-90(2), to-wit" (2) ication of work authorization programs equivalent federal work authorization proportion of newly hired empty), D.L. 99-603.  Intractor verifies its compliance with Orporation which is engaged in the physitered with, is authorized to use and , or any subsequent replacement progration O.C.G.A. § 13-10-91.  Itinue to use the federal work authorizations who present an affidavit to the tractor hereby attests that its federal work authorization hereby attests that its federal work attention hereby attests the hereby attention hereby atten | "Federal work operated by the rogram operated bloyees, pursuant a.C.G.A. § 13-10-ical performance uses the federal im, in accordance rization program performance of e Contractor with |
| Federal Work Authorization User Id<br>Authorization (EEV/E-Verify Comp   |  | Date of per)   | -  |
| Name of Contractor   |  |  |  |
|  |  | ·  |  |
| I hereby declare under penalt  | y or perjury that the i  | oregoing is true and correct.  |  |
|  |  |  |  |
| Printed Name (of Authorized Office   | er or Agent)   | Title (of Authorized Officer or A  | Agent  |
| Contractor)  |  |  |  |
|  |  |  |  |
| Signature (of Authorized Officer or  | · Agent)   | Date   | _  |
| Signature (of Authorized Officer of  | Agency   | Date   |  |
| Signed SUBSCRIBED AND SWORN  | I BEFORE ME ON   |  |  |
|  |  | [NOTARY SEAL]  |  |
| Notary Public  |  | Free reaction Comments   |  |
| My Commission Expires:   |  |  | Approved 10/23/2020  |