



April 8, 2026

**REQUEST FOR PROPOSALS
WASTEWATER TREATMENT PLANT MAINTENANCE
Reference No. 26-043**

Competitive sealed proposals will be received by the City of Albany, Procurement Division, 222 Pine Avenue, Suite 260, Albany, GA 31701 until **5:00 pm., on May 11, 2026**, from qualified firms for a contract to provide Wastewater Treatment Plant maintenance for the City of Albany.

A **Pre-Proposal Conference** will be held at **10:00 a.m. on April 17, 2026**, at the Procurement Division, 222 Pine Avenue, Suite 260, Albany, Georgia 31701, to review requirements and answer questions. Interested vendors are strongly encouraged to attend.

The City of Albany reserves the right to accept or reject any or all proposals and waive any or all formalities or technicalities or to accept the proposal or combination of proposals deemed to be the best and most advantageous to the City and, hold the proposals for a period of **60** days without taking action.

Proposal documents may be obtained at the office of City Procurement, 222 Pine Ave., Suite 260, Albany, GA 31701, or on the City website at: www.albanyga.gov, or the Georgia Procurement Registry. The City of Albany strongly encourages the inclusion of Small and or Disadvantaged Business Firms as participants in this Request for Proposals (RFP).

For additional information, contact Destin Adams, Buyer at (229)302-1461 or email dadams@albanyga.gov and cc: jswilliams@albanyga.gov and kross@albanyga.gov. The deadline for questions is **5:00 pm on May 1, 2026**. Questions received after this deadline may not be answered. Replies of substance will be in the form of written addenda and made available to all potential respondents.

City of Albany,

A handwritten signature in blue ink that reads "Joshua Williams".

Joshua Williams, CPPB
Procurement Manager

FINANCE

**CITY OF ALBANY
FINANCE DEPARTMENT
PROCUREMENT DIVISION
ALBANY, GEORGIA**

These instructions will bind proposers to terms and conditions herein set forth,

1. The following criteria are used in determining which proposal is in the best interests of the city.
 - (a) The ability, capacity and skill of proposer to perform required service.
 - (b) Whether proposer can perform service promptly or within specified time.
 - (c) The character, integrity, reputation, judgment, experience and efficiency of proposer.
 - (d) The performance of previous contracts.
 - (e) The suitability of equipment or material for City/County use.
 - (f) The ability of proposer 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 best proposer if they are deemed advantageous to the City.
3. All requested information should be included in submittal package. All desired information must be **signed** and included for your proposal to receive full consideration. **Failure to submit any required form will be cause for proposal to be rejected as non-responsive.**
4. All questions, inquiries and requests for clarification shall be directed to Procurement.
5. 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 or County.
6. Quote all prices F.O.B. Albany or our warehouse or as specified in proposal documents.
7. Each proposal shall be clearly marked on the outside of the package as a Sealed Proposal.
8. Proposal must be received and stamped by the Procurement Office before time stipulated in proposal documents. No responsibility will attach to any City representative or employee for premature opening of proposal not properly addressed or identified.
9. Proposals received late will not be accepted, and the City will not be responsible for late mail delivery.
10. Should a proposal be misplaced by the City and found later it will be considered.
11. Proposals requiring bid security **will not** be read or considered if security is not enclosed. Security 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.
12. All proposers must be recognized and authorized dealers in the materials or equipment specified and be qualified to advise in their application or use. A proposer 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.
13. Any alterations, erasures, additions or omissions of required information or any changes of specifications, or cost schedule are done at the risk of the proposer.
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. City will reject any material, supplies or equipment that do not meet the specifications, even though proposal lists the trade name or names of such materials on the price quotation form.
16. The unauthorized use of patented articles is done entirely at the risk of the successful proposer.
17. The ESTIMATED QUANTITY given in the specifications or advertisement is for the purpose of seeking a proposal. The City may purchase more or less than the estimated quantity, and the vendor must not assume that such estimated quantity is part of the contract.
18. 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.
19. The successful proposer 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.
20. Proposers 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 prosecution of the same.
21. 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 proposer 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 or County.
22. Unless otherwise specified by the procurement officer all materials, supplies or equipment quoted herein must be delivered within thirty (30) days from date of notification or exception noted on price quotation sheet.
 23. 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/County 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.
 24. Reasonable grounds for supposing that any proposer is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he/she is interested.
 25. 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/County.
 26. The City reserves the right to waive any minor discrepancies, reject any or all proposals, and to purchase any part, all or none of the services, materials, supplies or equipment specified.
 27. Failure of the proposer to sign the offer or have the signature of any authorized representative or agent on the proposal **will** be cause for rejection of the proposal. Signature must be written in ink.
 28. Any proposer may withdraw his proposal at any time before the time set for opening of proposals. No proposal may be withdrawn without cause in the 60-day period after proposals are opened.
 29. 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 proposer 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 proposer of the nature of the complaint. Notification shall constitute delivery of notice, or letter, to address given in 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 proposer, 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 proposer, 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.
 30. If the proposer proposes to furnish any item of a foreign make or product, he should write "Foreign" together with the name of the originating country opposite such item on proposal.
 31. Any complaint from proposer relative to the Request for Proposals or any attached specifications should be made prior to the time of opening of proposals, otherwise such complaint cannot be properly considered.
 32. Contracts may be cancelled by the City/County with or without cause with 30-day written notice.
 33. All 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/proposal.
 34. All bidders/proposers should provide their tax identification number with the bid/proposal.
 35. 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 of award for projects that are federally funded.
 36. The proposer shall secure all permits, license certificates, inspections (permanent and temporary) and occupational tax certificate, if applicable, before any work can commence. Proposer 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.
 37. **Prior to submitting proposal, check website at www.albanyga.gov or call the Procurement Office at 229-431-3211 for any subsequent addendums.**

PROCUREMENT FORM – Revised 4/20/2018

REQUEST FOR PROPOSALS
Maintenance Contract for Water Pollution Control Plant
and Pumping Stations
Proposal Reference Number

SCOPE OF WORK:

Work will include but not be limited to: Preventive, corrective, and unscheduled maintenance of one (1) 32 MGD Wastewater Treatment Plant and operation and maintenance of One Hundred Eight (108) Pump Stations; Sanitary station overflow prevention, to include initiation of emergency operation plan in the event of station failure; Operation and monitoring of Sewer System Telemetry system 24/7 with ability to immediately respond to system alerts; Preparation and painting, as needed, associated treatment plant and pump stations to include exterior and interior walls, soffits, trim, doors, associated piping, and equipment where applicable; and Provision of lawn maintenance at the treatment plant and all pump stations.

- The City of Albany has one (1) 32 MGD Wastewater Treatment Plant and one hundred eight (108) pump stations (see attached list).

Work Tasks: Provide schedule and details on accomplishing the following:

- Provision of qualified employees experienced with maintenance procedures and performance at Wastewater Treatment Facilities, sewer and storm water pump stations, radio telemetry systems, and PLC units.
- Qualifications and experience of on-site Manager candidate.
- Maintain an education and safety program for all employees addressing plant and pump station maintenance.
- Provide plan for 24/7 telemetry monitoring and response to alerts.
- Provide on-call maintenance personnel to respond to after-hour calls to treatment plant and all pumping stations.
- Provide computerized hardware and software system for the generation of information and parameters for lift station and treatment plant maintenance. This hardware, software, and data will become the property of the City upon termination of the contract. All data is subject to Georgia Open Records laws and must be made available to the City of Albany upon request.
- Provide emergency response plan for system or component failures; plan should list personnel and equipment required to respond and mitigate failure or loss of system components at pumping stations and the WPC Plant. Plan should also include equipment necessary to provide temporary operation of affected infrastructure while repairs are underway. Additionally, provide public relations and information plan and responsible contact person for response to sewer spills or related emergencies.
- Correspond daily with WPC Supervisor, WPC Plant Manager, Sewer Superintendent, and Stormwater Superintendent to coordinate activities and exchange information. Produce a daily, weekly and monthly activities report as requested.
- Sewer and Storm Lift/Pump Station and WPC Maintenance shall encompass maintenance and operation of all components within the property boundary of the stations or the WPC plant.

Documentation of performance of each equipment manufacturer's recommended maintenance items will be required. Compliance with the City's NPDES permits and all applicable State and Federal regulations will be required. Should maintenance and/or reporting not be accomplished according to established schedules, the Contract will have enforceable contractual provisions for liquidated damages.

This includes, but is not limited to the following:

Lift and Storm Stations:

Work with the owner to develop and implement a comprehensive component maintenance and replacement plan for each individual Sewer and Storm station in the inventory. Maintenance Plan shall include adequate equipment and parts inventory stored on site at the Joshua Street WPC plant to handle equipment failure and life cycle replacement.

In addition to the Maintenance Plan, the Contractor shall develop the following processes:

- Implement a flow monitoring system for 10 critical lift stations. (Owner to identify)
- Implement a valve maintenance program for all stations and the WPC plant.

Lift station premises shall be kept free of dirt and debris in order to maintain an acceptable appearance. The interior of the stations shall be maintained for cleanliness and safety. Wet wells are to be cleaned on an annual basis, and as frequently as required to maintain full functionality of the station. Contractor is responsible for ensuring lift stations are secure and monitored to guard against tampering or unauthorized entry.

Joshua Street WPC:

Work with the owner to develop and implement a comprehensive maintenance and component replacement plan for all equipment located within the property of the Joshua Street WPC plant. Plan shall include adequate inventory of spare parts to handle equipment failure and life cycle replacement.

- Painting Treatment Plant and pump stations on a rotating schedule, to include both exterior and interior walls, soffits, trim, doors, associated piping, and equipment where applicable.
- Provision of lawn maintenance at the Treatment Plant and the pump stations, which shall include mowing, trimming and edging. Where pump stations are fenced, all areas inside the fence shall be mowed and one sweep on the outside of the fence, the width of the mower shall be as required to maintain a growth between 1" to 6" (excluding Bahia grass seed stems). Where pump stations are not fenced, and the major portion of the area is mowed by others, Contractor shall assume the responsibility of mowing an area approximately twenty-four (24) feet wide on each side of the building or structure where possible. Contractor shall purchase all lawn mowing equipment at no additional cost to the City and this equipment shall remain the property of the City after expiration of the contract.
- Provide asset management services to track and document the Plant and Lift Stations' operational assets.
- Contractor will provide all necessary vehicles required for the execution of the work. Vehicles must include a 32-ton boomtruck and a sewer vacuum truck. The City has a forklift at the Plant available for the Contractor's use.
- Develop and implement a hoist certification program.

- Present a Staffing Plan to include:
 - a. Organizational Chart
 - b. Position titles
 - c. Position descriptions
 - d. Qualifications of top managers
 - e. Time frame for implementation of maintenance plan at the WPC Plant and pumping stations
 - f. Time frame for implementing an emergency response plan including contingent (emergency) operation and overflow mitigation.
 - g. Collection system certification
 - h. Positions must include CDL drivers for operation of boom truck and vacuum trucks.
 - i. Positions must include a certified electrician with certification from the Georgia State Board of Electrical Contractor or similar certifying agency.

- Contractor shall maintain adequate supplies required for operation and maintenance of the Plant and Lift Stations, to include spare pump(s) for critical stations. Contractor shall advise the City on parts specifications, receive and inspect incoming parts, and provide input on the City's facilities maintenance budget.

- Provide Superintendent or designee with written daily reports on status of out of service/limited service equipment, on call personnel, maintenance and operations activities, after hours response, and status for any on-going projects. Provide a written monthly report summarizing the activities for the month. All documents must be provided electronically.

WASTEWATER TREATMENT PLANT MAINTENANCE
GENERAL INFORMATION
RFP #26-043

1. Submit one (1) original and six (6) copies of your proposal on company letterhead and have an authorized official sign documents. Submittals should be clearly marked on the outside as "RFP #26-043, WASTEWATER TREATMENT PLANT MAINTENANCE". Proposals should be submitted to:

CITY OF ALBANY
PROCUREMENT DIVISION
222 PINE AVENUE, SUITE 260
ALBANY, GEORGIA 31701

2. Proposals must be received no later than 5:00 P.M. March 31, 2026, at the City of Albany Procurement Office, 222 Pine Avenue, Suite 260, Albany, Ga. 31701. Sealed responses may be hand delivered or mailed to the above listed address. **SEALED SUBMITTALS MUST BE DELIVERED IN WRITING. VERBAL RESPONSES ARE NOT ACCEPTABLE.** 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. If submittals are delivered by other than hand delivery, it is recommended that the respondent verify delivery. Any submittal received after the specified time and date will not be considered and will be returned unopened to the firm.
3. The contact person for this RFP is Joshua Williams, Procurement Manager, at (229)431-3211. Explanation(s) desired by proposer(s) regarding the meaning or interpretation of this RFP must be requested from the Procurement office, in writing, as is further described below.

Proposers are advised that from the date of release of this RFP until award of the contract, **NO contact with the City of Albany personnel related to this RFP is permitted, except as authorized by the Procurement office.** Any such unauthorized contact may result in the disqualification of the proposer's submittal.

4. Requests for additional information or clarifications must be made in writing no later than the date specified in the RFP. The request must contain the proposer's name, address, phone number, and facsimile number. Facsimile will be accepted at (229) 431-2184 or E-mail to jswilliams@albanyga.gov; cc: kross@albanyga.gov.

The Procurement Office will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Proposers should acknowledge the number of addenda received as part of their proposals or sign a copy of the addenda and include it with the proposal submission.

5. Proposals received after the Proposal Due Date and time are late and will not be considered. The proposer may withdraw his/her submitted proposal by providing a written request to the Procurement Division before the stipulated closing date and time. Withdrawal of your proposal will not cause prejudice or interfere with the right of the proposer to submit a new proposal, provided

the latter is received by the predetermined date and time provided herein. No proposal may be withdrawn for a period of sixty (60) days following the stipulated closing date.

6. The City of Albany may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.
7. All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the proposer(s). No payment will be made for any responses received, or for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the City of Albany Board of Commissioners.
8. Proposers may be required to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.
9. Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a proposer take exception where none is permitted, the proposal may be rejected as non-responsive. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Proposer furnish the services or goods described herein or negotiate an acceptable alternative.

No proposal shall be accepted from, nor will any contract be awarded to, any proposer who is in arrears to the City of Albany upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the City, or who is otherwise determined to be irresponsible or unreliable by the City of Albany.

10. The City of Albany may award a contract on the basis of information received without the RFP moving through all three phases described in the Selection Process section of the RFP. Therefore, each proposal phase should contain a proposer's best presentation of its position to serve.

Selection Process Clause: A Proposal Analysis Group (PAG) will review all proposals submitted. Based upon the background information reported in the RFP, the PAG will determine whether the respondent is qualified or unqualified. Cost will not be the sole determining factor in selecting a firm. The Proposal Analysis Group will rank the qualified firms based on the data submitted. The PAG may require each firm to make a formal presentation regarding its qualifications to perform the requested services. The top ranked firms will be selected for final negotiations.

11. The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered. No reimbursement will be made by the City of Albany for any costs incurred prior to a formal Notice To Proceed should an award of contract result from this solicitation.
13. **INDEMNIFICATION:** Proposer assumes and agrees to be responsible for all claims for damages for injuries to persons or property arising out of the performance of its contract, whether due to its own default or negligence of its sub-contractors. The proposer agrees to indemnify the City of

Albany on account of such claims and further agrees that it will indemnify the City fully against any damages, fines, penalties or forfeitures of any kind which may be imposed upon or levied against the City as the result of the proposer's violation or failure to comply with any valid law, ordinance or regulation of the United States, State of Georgia, or the City of Albany, including the Federal Occupational Safety and Health Act of 1970 as amended from time to time or any federal regulation adopted pursuant thereto.

The proposer shall not be liable for any losses, damages, or expenses caused by negligent, willful or wanton acts, errors or omissions of the City, its officers, employees, agents or representatives.

To further assure the performance of the covenant, the proposer shall procure and maintain in force, at its expense, liability insurance including Automobile, General and Errors and Omissions of at least \$1,000,000 per occurrence and an annual aggregate, where it applies, of at least \$2,000,000. The proposer must also certify for Workers Compensation statutory coverage and Employers Liability of at least \$1,000,000.

14. **TERMINATION OF CONTRACT FOR CONVENIENCE:** The City of Albany shall have the right to terminate any contract to be made hereunder for their convenience by giving the proposer **sixty (60) calendar days** written notice of their election to do so and by specifying the effective date of such termination. The proposer shall be paid for its services through the effective date of such termination.
15. **TERMINATION OF CONTRACT FOR CAUSE:** Provided a contract is awarded, if a proposer shall fail to fulfill any of its obligations hereunder, The City of Albany may terminate the agreement with said proposer for such default by giving written notice to the proposer at issue. If this agreement is so terminated, the proposer shall be paid only for work satisfactorily completed. Any termination that could occur would not happen without an opportunity to cure per the conditions outlined in the Contract between the successful proposer and the City.
16. Upon receipt of the proposals by the City of Albany, the proposal shall become property of the City without compensation to the proposers, for disposition or usage at discretion of the City of Albany.
17. **Georgia Security and Immigration Compliance Act:** The successful consultant 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 § 36-60-13, Chapter 300-10-1, per the Georgia Department of Labor, if applicable, have been complied with in full. Pursuant to O.C.G.A § 36-60-13, all sub-consultants entering into a contract or agreement for hire on this Project must be registered and participate in the Federal Work Authorization Program. *(See attached document at the end of proposal)*
18. **PROPOSAL RESPONSE:** All vendors/respondents should provide information as detailed in this RFP and any other pertinent information which will assist the Evaluation Committee in selecting the most qualified firm. The City of Albany Staff will be available at the pre-proposal conference to answer questions and offer explanations as needed. Any reply resulting in a change in the Request For Proposals (RFP) will be sent to all attendees. It is highly recommended that all interested proposers attend this conference. This will be the only site visit and tour.
19. Proposer shall provide satisfactory evidence of competency to perform the work presented in the RFP. The minimum requirements are a permanent office, adequate work force and technical qualifications/experience, along with having a suitable financial status to meet obligations incidental to the workplace. **Submit with your proposal satisfactory evidence to meet these requirements.**

20. The proposer will give immediate notice to the City of Albany of any claims or suits made or filed against the vendor or its subcontractors on any matter pertaining to this contract. The vendor shall cooperate, assist, and consult with the City in any claim, suit, or action made or filed against the City as a result of or relating to the vendors obligation under this contract. Any cancellation or lapse of insurance affecting the operation of the City shall be deemed a material breach of contract and the Administrator must be notified immediately.

21. **EVALUATION CRITERIA:**

Specialized Experience & Understanding	45%
Professional Qualifications	40%
Project Approach & Quality	10%
Fees (cost)	5%

Award will be made to the responsible proposer whose proposal best meets the needs of the City of Albany as set forth herein. Proposers will be evaluated on the following criteria:

- **Experience and Understanding:** The City will consider the proposers technical competence in the type of work required, and proposers understanding of the work to be performed, to include past performance on contracts with Government agencies, private agencies and private industry in terms of cost control, quality work, and compliance with performance schedules. Document by references and other means. **Weight -45%**
- **Professional Qualifications:** The City will consider the proposers stability, staff experience and quality, as well as the proposer’s performance on similar projects. Please provide three references with contact names and numbers. **Weight -40%**
- **Project Approach and Quality:** This entails evaluation based on the degree of completeness of the response to the RFP and the degree to which the proposer followed instructions for submittal. **Weight -10%**
- **Fee Proposal:** Vendor shall propose a fee with itemized pricing for a complete solution to address the scope outlined above, with specific payment terms. **Weight -5%**

22. **Certificate of Non-Collusion:** An executed copy of this form should accompany your submittal. (See Attached).

23. **Governing Law & Venue:** An executed copy of this form should accompany your submittal. (See Attached).

24. **Preservation of Property:** The contractor shall carry out his 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 his 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.

25. **Lobbying:** All firms and their agents who intend to, or have submitted responses to this solicitation are hereby placed on formal notice that lobbying of City of Albany Government employees or members of the Evaluation Committee with the intent to manipulate the Procurement process may result in the immediate disqualification of such firm by the City from further consideration for this project.
26. **Proposal Guaranty:** Proposal Guaranty in the amount of \$5,000 payable without condition to the Owner as a guaranty that the proposer, if awarded the contract, will promptly execute the Agreement in accordance with all contract documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work, is required of all proposers. Acceptable forms are a certified check, cashier's check, cash, or bid security (surety) acceptable to the Owner. Proposal Guaranty must be present for proposal to be read or considered.
27. **Performance Bond:** An Operations Performance Bond in an amount equal to 100% of the annual Service Fee will be required of the successful proposer; bond shall be secured from a surety company satisfactory to the Owner.

Submit all questions via email to jswilliams@albanyga.gov and cc: kross@albanyga.gov. Replies of substance will be in writing and made available to all potential vendors/proposers.

**** COMPLETE AND SUBMIT ****

**BID REFERENCE
NO. 26-043
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 | <input type="checkbox"/> | Addendum No. 3 | <input type="checkbox"/> |
| Addendum No. 2 | <input type="checkbox"/> | Addendum No. 4 | <input type="checkbox"/> |
| <input type="checkbox"/> No Addenda received for Bid Reference NO. 26-043. | | | |

Print Name and Title of Authorized Signer

Authorized Signature

Date

****COMPLETE AND SUBMIT****

CERTIFICATION OF NON-COLLUSION

The proposer being sworn, disposes and says, _____

The proposer submitting this 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 RFP.

SIGNATURE (AUTHORIZED)

COMPANY NAME

TITLE

DATE

****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: _____

****COMPLETE AND SUBMIT****

GOVERNING LAW AND VENUE

Proposer 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.

Proposer 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.

SIGNED (AUTHORIZED)

COMPANY NAME

TITLE

DATE

COMPLETE AND SUBMIT
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Address:	
Solicitation/Contract No.:	
Solicitation /Contract Name:	

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:

_____ Date of Authorization (EEV/E-Verify Company Identification Number)
 Federal Work Authorization User Identification Number

 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)

 Title (of Authorized Officer or Agent Contractor)

 Signature (of Authorized Officer or Agent)
 SUBSCRIBED AND SWORN BEFORE ME ON

 Date Signed

[NOTARY SEAL]

Notary Public My Commission Expires: _____

Approved 10/23/2020