



April 4, 2026

TO: All Potential Bidders

SUBJECT: Rental Unit Mowing

Bid Ref. #26-048

Bid opening date & time: April 27, 2026, 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.

ADD/DELETE:

DELETE: "Total cost is based on an estimate of 16 cuts annually per location" Located on the Bid Form, page 14, section 1.

ADD: "Total cost is based on an estimate of 21 cuts annually per location" Located on the Bid Form, page 14, section 1.

QUESTIONS/ANSWERS:

QUESTION #1: Will the contract be awarded to one or several contractors?

Answer: This bid will only be awarded to one contractor.

End of Addendum 1

Destin Adams

Destin Adams, Buyer

Cc: Melinda Clemons, Rental Property Manager
April Mahone, Deputy Director of Community & Economic Development
John Hawthorne, Director of Community & Economic Development



March 26, 2026

**INVITATION TO BID
Rental Unit Mowing
Bid Reference No. 26-048**

Sealed Bids will be received by the City of Albany, Procurement Division, **222 Pine Avenue, Suite 260, Albany, Georgia 31701**, until **April 27, 2026 at 2:30 p.m.** for Rental Unit Mowing to be performed in accordance with bid documents, specifications, instructions to bidders, and other Contract Documents. Bids will be opened and publicly read aloud at the above stated time and place.

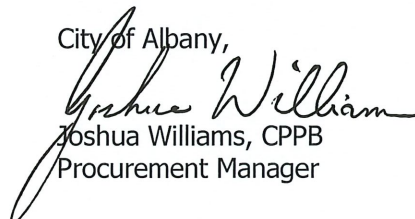
A Pre-Bid conference will be held on **April 2, 2026 at 10:00 a.m.** at **222 Pine Avenue, Suite 260 Albany, Georgia 31071**. The Project Manager will provide an overview of the work to be performed and answer questions. All interested bidders are strongly encouraged to attend.

This project will be bid on a lump sum basis for all specified work and will be awarded to the lowest responsive and responsible bidder. Contract shall be for one (1) year with three (3) options to renew for additional one-year terms per O.C.G.A. § 36-60-13. Fees may be adjusted for each year after the initial year by the percentage increase in the US Department of Labor's CPI-U, South Urban, Size B/C, for the most recent publication preceding the renewal date.

The City of Albany strongly encourages Small Business firms to participate in this bid. The City of Albany reserves the right to reject any and all bids and to waive any informalities in the bidding process.

Bid documents are available at the Procurement Division, www.albanyga.gov and on the Georgia Procurement Registry.

For additional information, contact Destin Adams, Buyer, at (229)302-1461. Submit all questions via email to dadams@albanyga.gov cc: jswilliams@albanyga.gov; kross@albanyga.gov **The deadline for questions is April 20, at 2:30 p.m. 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 bidders.

City of Albany,

Joshua Williams, CPPB
Procurement Manager

FINANCE

**CITY OF ALBANY
FINANCE DEPARTMENT
PROCUREMENT DIVISION
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

SPECIAL INSTRUCTIONS TO BIDDERS
CITY OF ALBANY
Rental Unit Mowing
Bid Reference No. 26-048

1. **General:** This contract is for finish mowing and maintenance of approximately 171 properties. The sites are as follows: Public Facilities, City-owned apartment complexes, City-owned duplexes/triplexes, and Vacant City-owned structures. Please see the attached property list for additional information. The contractor is responsible for knowledge of and compliance with all laws, codes, ordinances, and regulations that are applicable to this type of work.

Note: Bidder shall also be responsible for visiting each property and becoming familiar with topographical conditions of the subject properties. Bidder may contact City of Albany, Planning & Development for Geographical Information Systems (GIS) maps to assist with property identification.

The property lists are subject to change at any time during the contract period. The Contractor shall receive written notification from the Project Manager(s) or designated representative within ten (10) business days of any consequential changes. Individual lots and/or rental properties will be added as new property is purchased and deleted as properties are sold.

In the event that new property is purchased, the Contractor will be notified in writing within ten (10) business days. The new lots shall be added to the Contractor's list immediately and mowed during the subsequent mowing cycle for that zone. Should property be sold, the Contractor will be notified in writing within ten (10) business days to remove the property from the list. Additionally, the City may identify City-owned rental properties in need of "as needed" mowing. Ten (10) day notification will be provided to the Contractor; however, these properties will not be permanently added to the mowing list. The Contractor will be compensated for these properties at his/her unit rate based upon the confirmed square footage of said properties.

In the event that property is demolished, the Contractor will be responsible for maintaining the lot until the demolition is underway. Once demolition is complete, the Contractor will then continue to maintain the property. In the event a property contains debris remaining from demolition, the Contractor should immediately notify the Project Manager(s) to determine a course of action. No additional funds will be paid for disposal of demolition debris without prior approval from the Project Manager(s) and written approval from the Procurement Division.

2. **Maintenance:** The period of time for mowing all properties shall be bi-weekly. Prior to any changes, all mowing schedule adjustments must be approved by the Project Manager or designated representative. Maintenance includes the entire lot being mowed to the street as well as to the alley, right of ways, fence lines, and around trees and shrubs. Mowing must be to the base of trees, fences, other natural features or manmade objects (deviations must be pre-approved by the Project Manager). Prior to and upon completion of mowing, Contractor shall be responsible for removing debris (trash, hanging tree limbs, fallen tree limbs, fallen trees, rocks, etc.) from lots to prevent damage to mower and/or equipment. Contractor shall take caution as not to damage trees, shrubs, and other structures during maintenance of lots. Contractor shall haul off debris and cut material to an approved landfill on the same date of mowing. Note: Cut material is anything cut by mower or by hand. Contractor shall provide certified landfill weight tickets to the Project Manager or designated representative for all applicable disposed of debris. Grass should be cut to no higher than two (2) inches and shall not be blown into the street or onto sidewalks. This contract includes finish mowing of properties, including but not limited to all of the above plus trimming, edging, cutting around trees, shrubs, curb, sidewalk, and other natural features, blowing, weed eating, picking up debris, use of hand tools, and all required manual hand labor to perform the scope of

In the event that fencing prohibits Contractor from maintenance of lot(s), Contractor shall notify the Project Manager or designated representative immediately. Fencing may be removed at the discretion of the Project Manager or designated representative.

3. **Contractor's Labor/Equipment:** Contractor's bid shall include furnishing all necessary labor (to include manpower and hand labor), materials, tools, equipment (excluding heavy duty equipment), transportation, supervision and all other items necessary to complete the contract requirements in accordance with Specifications, General Conditions, Special Instructions to Bidders and all other provisions included in this Informal Bid.

Note: Heavy-duty equipment is defined as any equipment not normally utilized for lawn maintenance purposes such as a backhoe, skid steer loader or other construction type equipment. Hand Labor is defined as manual labor involving the hands, which includes picking up debris, pulling weeds, or use of hand tools. Any other incidental items that may be classified as hand labor must be discussed with the Project Manager or designated representative for consideration and approval.

4. The Owner is the City of Albany. The Owner reserves the right to reject any and all bids and to waive any informalities in the bidding process.
5. Bidder shall be responsible to visit the jobsites and familiarize himself with the local conditions.
6. **Bid Form:** Bid must be submitted on the bid form contained herein. Rate bid will be the rate paid each time the lot is mowed. Rate per lot must include necessary hand labor to perform the scope of work. Contractor must bid all items on the bid form. Line items are provided on the bid form to indicate individual pricing for hand labor (refers to off-season cleanup, item #5 below), heavy-duty equipment, and debris hauling. Bids will be awarded to the responsive and responsible bidder submitting the lowest total bid in the manner that best benefits the City of Albany.
7. **Schedule:** The proposed mowing schedule calls for bi-weekly mowing during the growing season eighteen cuts (March 1 through November 30); one cut in December; one cut in January; one cut in February; and three "on-call" cuts during the course of the contract. In the event of a drought or significantly low rainfall, mowing frequency on all or any portion of the lots may be temporarily adjusted to a monthly cycle at the discretion of the Project Manager or designated representative. **Upon written notification from Project Manager or designated representative, Contractor is required to clean-up trash, debris, leaves, limbs, etc. once per month during the off-season.**

Contractor and Project Manager or designated representative will agree to a monthly calendar schedule, which will be used to evaluate all work. **Within twenty-four (24) hours of completing mowing within each designated category as listed within the bid document, Contractor must submit photographic evidence with a date and time stamp per lot via email to mclemmons@albanyga.gov or designated representative. DCED staff will perform spot checks of random properties prior to approval of any invoice. Failure to adhere to this provision may result in non-payment of invoices by the City.**

In the event that the Project Manager or designated representative discovers (upon inspection), that a site was not mowed, within twenty-four (24) hours, the Contractor shall perform maintenance of the property(ies) and notify the Project Manager or designated representative of completion as outlined within this bidding document. If additional inspections are required after any 2nd inspection of any given property associated with this contract, an inspection fee will be assessed in the amount of \$25.00 per location.

8. **Penalty:** In the event the Contractor is unable to maintain the above schedule, assistance will be provided by the City at cost plus 20%, which will be deducted from any monies due or which may become due to the contractor under this contract agreement.
9. **Qualifications:** Contractor shall have a minimum of **three (3) years' experience** in lawn maintenance and provide at least three **(3) references** to that effect. Contractor **shall** submit with their bid a listing of the following:
- Equipment owned;
 - Number of personnel employed; and
 - At least three references to include name, organization, current address, current phone, current fax, valid email address and length of contract.
10. **Contract Renewal:** This contract to be a one (1) year contract with three (3) options to renew for additional one-year terms per O.C.G.A § 36-60-13 for multi-year purchases. Per O.C.G.A §36-6013, the contract terminates at the end of the calendar year in which the agreement is made as well as at the end of any calendar year for which the agreement is renewed. The City of Albany must issue written notification to contractor **thirty (30) calendar days** prior to December 31 to confirm termination. In absence of this written notice of termination, the contract will automatically continue. Either party to this contract may waive their option to renew this contract by providing written notice to the other party **sixty (60) calendar days** prior to the contract renewal date. Fees may be adjusted for each year after the initial year by the percentage increase in the U.S. Department of Labor's CPI-U, South Urban, Size B/C, for the most recent publication preceding the renewal date (applied to the rate in effect prior to the renewal).
11. **General Insurance Requirements:** The bidder shall maintain insurance with companies licensed to do business in the State of Georgia acceptable to the City for the protection of the City and name it as an additional insured, against all claims, losses, costs or expenses arising out of injuries or death of persons whether or not employed by contractor, whether arising from the acts or omission, negligence or otherwise of contractor or any of its agents, employees, patrons, or other persons, and growing out of work being done by Contractor on behalf of City, such policies to provide for a liability limit on account of each accident resulting in the bodily injury or death of not less than One Million (\$1,000,000) Dollars, a liability limit of not less than One Million (\$1,000,000) Dollars for each accident for property damage. Contractor shall also carry product/completed operations liability insurance for personal injuries and/or death in the amount not less than One Million (\$1,000,000) Dollars for any one person. Contractor shall maintain a combined single liability limit of One Million (\$1,000,000) Dollars covering owned, non- owned, leased, and hired vehicles. Contractor shall furnish to the City satisfactory evidence that it carries Worker's Compensation Insurance in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than One Hundred Thousand (\$100,000) Dollars of each accident/disease. These policies must also contain a waiver of subrogation in favor of the City of Albany. Contractor shall furnish evidence to the City of the continuance in force of said policy's declaration page (s) to the Procurement Agent. Acceptable proofs of insurance: (i) a Certificate of Insurance with Additional Insured Endorsement (a Certificate of Insurance by itself is not acceptable) or (ii) Declaration Pages of the insurance policies listed below which show the City of Albany as additional insured. All insurance policies must provide that the City of Albany will be notified within 30 days of any changes, restrictions, and/or cancellation. The City's sole judgment shall control as to the sufficiency of the coverage. **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 the City of Albany a Certificate of Insurance showing the type and limits of insurance specified herein with the City of Albany as an additional insurer.

12. **Indemnification:** 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.
13. **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 GA Law, 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. **Complete and submit a copy of the form, applicable to your company, and applicable Subcontractor Affidavits, with your bid.**
14. **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 Project Manager(s) or designated representative 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.
15. No bid may be withdrawn for a period of **sixty (60)** days from the bid opening date.
16. **Permits and Fees:** The Contractor shall secure all required permits, license, certificates, etc. as required. Successful bidder shall be required to possess or obtain a current City of Albany Occupational Tax Certificate or registration. The Contractor is responsible for knowledge of and compliance with all laws, codes, ordinances, and regulations that are applicable to this type of work. Likewise, all subcontractors physically working on this project shall be required to possess or obtain a current City of Albany Occupational Tax Certificate or Registration.

17. **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, must be submitted prior to award of contract.**
18. **Termination for Convenience:** This contract may be terminated in whole or in part by the City of Albany 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 the 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, the City of Albany determines that the remaining portion of the award will not accomplish the purposes for which the contract was awarded, the City of Albany may terminate the contract in its entirety.
19. **Termination of Contract 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 obligation 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.
20. **Interpretation of Estimate of Quantities:** (A) An estimate of quantities of work to be done and materials to be furnished under the specifications is given in the bid. It is given as a basis for comparison of bids and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond therewith; nor shall the bidder plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the work. (B) Payment will be based on the actual quantities of work performed in accordance with contract, at the contract unit prices specified. No allowances will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities. The Owner reserves the right to omit any item entirely, or to increase or decrease any or all items.

21. The Owner reserves the right to reject any and all bids and to waive any informalities in the bidding.
22. **Certificate of Non-Collusion:** An executed copy of this form should accompany your bid. (See Attached).
23. **Governing Law and Venue:** An executed copy of this form should accompany your bid. (See Attached).
24. **Invoices:** Contractor shall submit invoices within fourteen (14) days of completion of work. Failure to adhere to this provision may result in non-payment by the City of Albany.
25. **Payment:** Payment for inspected work receipted within the specified time period (fourteen days after completion of work) shall be made to the successful Contractor within thirty (30) days of invoice approval. All invoices are to be submitted to Facilities Management Office, Contract: Downtown Landscaping Bid Ref. 24-023, 1701 Lily Pond Rd, Albany, GA 31707.
26. **Bid Submittals (All items listed below must be submitted with bid)**
 - a. **Bid Form**
 - b. **Addendum Acknowledgement Form**
27. **The following items should be submitted with bid:**
 - a. Governing Law & Venue Form
 - b. Certificate of Non-Collusion Form
 - c. Debarred Bidders
 - d. Drug Free Workplace
 - e. Advertisement Form
 - f. Indemnity Agreement
 - g. References listed under Item #9
 - h. Corporate Seal (If Incorporated)
 - i. Secretary of State's Certificate of Incorporation
 - j. Listing of the principals of Corporation
 - k. Affidavit to Comply with OCGA § 13-10-91 (E-Verify)
 - l. Specimen Copy of Insurance
28. For additional information, contact at (229)302-1461. Submit all questions via email to dadams@albanyga.gov; cc: jwilliams@albanyga.gov and kross@albanyga.gov. The deadline for questions is **April 20, at 2:30 p.m.** 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.

SCOPE OF WORK
RENTAL UNIT MOWING
Bid Reference No. 26-048

1. **General:** The City is looking for price-competitive Responders with demonstrated and successful rental property maintenance experience and knowledge. Although all federal, state, and local regulations must be complied with, the City is prepared to allow the successful Responder the maximum flexibility possible in providing maintenance and repair services.

Special considerations include:

- The successful Responder will be required to create and maintain a process of procurement that encourages competitive prices.
 - It is the City's position that the revenue available to manage these properties is sufficient for effective professional maintenance. The successful Responder must be fully confident that they can provide the services they claim they can provide, given the "total revenue" assigned to the development.
 - The successful Responder must be properly bonded to include staff that will perform services under this contract.
 - For financial reporting, the successful Respondent should anticipate that they will be using their own financial management software system and submit data either electronically or via hard copy per the City's request.
 - Maintain proper records with respect to all maintenance and repair costs for the premises (i.e., receipts, disbursements, etc.).
 - Ensure control over accounting and financial transactions as is reasonably required to protect the City's assets from loss or diminution.
 - Prepare and submit to owner a proposed operating and capital budget for the repair and maintenance of the premises for the forthcoming calendar year.
 - Participate with the City in review of programs related to the rental properties, as requested.
 - Services performed to hold in confidence and not to use or disclose to others any confidential or proprietary information of owner including but not limited to data, information, plans, programs, processes, costs, etc.; and
 - The successful Responder shall be required to comply with certain services, reporting, compliance, and eligibility requirements that are unique to the City's rental housing program.
2. **Rental Property Maintenance Software:** The City will provide to the successful Responder access to Propertyware. This software is the method by which the City's rental tenants report any maintenance and repairs requests. The City will provide any needed training on its rental property software.
 3. **Other Technology Related Items:** The successful Responder is responsible for acquisition and support of PCs, printers, copiers, scanners, faxes and any other needed technology equipment. Internet connections are a requirement and is the responsibility of the property maintenance agency to acquire and support the internet connection to the administrative office in carrying out responsibilities of this contract.
 4. **Operating and Capital Budgets:** The City's properties must be maintained by the property maintenance agency within the established budget. The successful Responder must collaborate with the

City staff in development of annual maintenance and repairs operating budgets for each multifamily development and scattered site properties for the next fiscal year's budget.

COMPLETE AND SUBMIT

**BID FORM
Rental Unit Mowing
Bid Ref. #26-048**

Contractor
Name: _____ Date: _____

The undersigned hereby declares that (he, she, they) has (have) made field inspection of the sites to be serviced and the work described in the Scope of Work; read Scope of Work, General Conditions, Special Instructions to Bidders, and other Contract Documents and proposes to perform the work for the below listed unit price:

1. (**Base Bid**) Mowing to include finish mowing, all necessary hand labor and/or manual labor necessary to perform scope of work contained in this bid document: **Total cost is based on an estimate of 16 cuts annually per location.**

DCED Rental Property Mowing List:

COMPLEXES:

Broadway Court Apartments
215 N. Broadway St. (1-24)

<u>UNIT COST</u>	<u>TOTAL COST</u>
21 cuts \$ _____ per cut	\$ _____ total

Jefferson Place Apartments:

1400 S. Jefferson St. Building D
1410 S. Jefferson St. Building A
1401 MLK Jr. Dr. Building C
1411 MLK Jr. Dr. Building B

21 cuts \$ _____ per cut	\$ _____ total
21 cuts \$ _____ per cut	\$ _____ total
21 cuts \$ _____ per cut	\$ _____ total
21 cuts \$ _____ per cut	\$ _____ total

The Villas at Broadway

243, 245, 247-254 Bonnyview Ave.

21 cuts \$ _____ per cut	\$ _____ total
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Windsor Arms Apartment

2206 Habersham Rd. (1-60)

21 cuts \$ _____ per cut	\$ _____ total
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DUPLEXES:

215 & 217 Barton Ave.

21 cuts \$ _____ per cut	\$ _____ total
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610 & 612 Cedar Ave.

21 cuts \$ _____ per cut	\$ _____ total
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614 & 616 Cedar Ave.

21 cuts \$ _____ per cut	\$ _____ total
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301 & 303 Gowan Ave.

21 cuts \$ _____ per cut	\$ _____ total
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305 & 307 Gowan Ave.

21 cuts \$ _____ per cut	\$ _____ total
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520 & 522 Holloway Ave.

21 cuts \$ _____ per cut	\$ _____ total
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524 & 526 Holloway Ave.

21 cuts \$ _____ per cut	\$ _____ total
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1301 & 1303 MLK Jr. Dr.

21 cuts \$ _____ per cut	\$ _____ total
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1305 & 1307 MLK Jr. Dr.

21 cuts \$ _____ per cut	\$ _____ total
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1309 & 1311 MLK Jr. Dr.

21 cuts \$ _____ per cut	\$ _____ total
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2402 & 2404 S. Jackson St.

21 cuts \$ _____ per cut	\$ _____ total
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407 & 409 Jefferies Ave.

21 cuts \$ _____ per cut	\$ _____ total
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411 A & 411 B Jefferies Ave.

21 cuts \$ _____ per cut	\$ _____ total
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1300 & 1302 S. Jefferson St.

21 cuts \$ _____ per cut	\$ _____ total
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1304 & 1306 S. Jefferson St.

21 cuts \$ _____ per cut	\$ _____ total
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600 & 602 Urghart Ave
608 A & 608 B Willard Ave
1310 Mobile Ave
1309 Montego Ct

21 cuts \$ _____ per cut \$ _____ total
21 cuts \$ _____ per cut \$ _____ total
21 cuts \$ _____ per cut \$ _____ total
21 cuts \$ _____ per cut \$ _____ total

TRIPLEX:

633, 635 & 637 Dorsett Ave

21 cuts \$ _____ per cut \$ _____ total

SINGLE FAMILY HOME:

520 Cochran Ave.

21 cuts \$ _____ per cut \$ _____ total

TOTAL BASE BID COST \$ _____

*The listed cuts are an approximate figure **not** including the 3 "on-call" cuts that may be requested by the Project Manager or designated representative during the course of the contract.

- 2. On Call Cut (unit cost) \$ _____ per cut.
- 3. Hand labor performed at (unit cost) \$ _____ per hour (off-season cleanup only)
- 4. Heavy Duty equipment utilized at (unit cost) \$ _____ per hour.
- 5. Debris hauled at (unit cost) \$ _____ per ton. Certified weight tickets required.

Any work for items 2, 3, 4, or 5 shall be mutually agreed upon (documented in writing) by the Project Manager(s) or designated representative and the successful Contractor prior to Contractor performing any work outlined in said bid document.

If awarded the contract, the contractor will provide certificates(s) of insurance and proof of current City of Albany business license to the Procurement Office within ten (10) days following the issuance of the Notice of Award. The undersigned being duly sworn, hereby declares and affirms that they are an authorized representative of the above-named firm and further declares and affirms that the bid provided herein, and the statements provided herein are true and correct and are sufficiently complete so as not to be misleading.

Authorized Signature

Tax ID #

Address

City State Zip

Seal (If Incorporated)

Telephone #

Fax #

Email Address

*** COMPLETE AND SUBMIT ***

**BID REFERENCE
NO. 26-048
ADDENDUM ACKNOWLEDGEMENT FORM**

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

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

Addendum No. 1 Addendum No. 3

Addendum No. 2 Addendum No. 4

No Addenda received for Bid Reference NO. 26-048.

Print Name and Title of Authorized Signer

Authorized Signature

Date

*** COMPLETE AND SUBMIT ***

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: _____

*** COMPLETE AND SUBMIT***

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: _____

*** COMPLETE AND SUBMIT***

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 50-24-1 through 50-24-6 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: _____

SIGNATURE: _____

*** COMPLETE AND SUBMIT ***

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: _____

*** 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. 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:

TITLE: _____

SIGNATURE: _____

*** COMPLETE AND SUBMIT***

INDEMNITY AGREEMENT

This indemnity agreement made and entered into in favor of CITY OF ALBANY (“ALBANY”), a municipal corporation, by_____.

WHEREAS_____has submitted a bid to ALBANY so as to provide _____.

NOW, THEREFORE, as an additional consideration in ALBANY awarding the bid to _____.

_____ agrees to indemnify and hold harmless ALBANY, its agents, principals, 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 any alleged negligence of _____, its officers, agents, or employees in connection with said bid /award; provided this indemnity shall not extend to any damage, injury or loss due to ALBANY’s sole negligence or willful misconduct of ALBANY. _____ shall defend against all such claims and pay expenses of such defense, including reasonable attorney fees, and all judgments based thereon.

WITNESS THE HAND AND SEAL of the _____ pursuant to proper corporate authority ____ day of _____, 2024.

[CORPORATE NAME]

By: _____
Title _____

Attest: _____
Title _____

[Affix Corporate Seal]

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Address:	
Solicitation/Contract NO.	Bid Ref. #26-048
Solicitation /Contract Name:	Rental Unit Mowing

CONTRACTOR AFFIDAVIT

I understand that the City of Albany may not enter into a contract with _____ (Name of Corporation) unless it has registered and does participate in the Federal Work Authorization Program defined in O.C.G.A. § 13-10-90(2), to-wit" (2) "Federal work authorization program" means any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603.

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

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

Federal Work Authorization User Identification No. Identification Number)

Date of Authorization (EEV/E-Verify Company

Name of Contractor

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

Printed Name (of Authorized Officer or Agent)

Title (of Authorized Officer or Agent Contractor)

Signature (of Authorized Officer or Agent)

Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON

Date

[NOTARY SEAL]