



July 31, 2026

TO: All Potential Bidders

SUBJECT: Landscaping Services

Bid Ref. #27-004

Bid Opening Date & Time: August 10, 2026, 2:30 p.m.

ADDENDUM NO. #3

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:

ADD: Please see the attached, revised, Bid Form that addresses the 3 "on-call" cuts.

QUESTIONS/ANSWERS:

QUESTION #1: Is there any existing survey, plat, or GIS data available for the 14 sites listed in the Scope of Work that the City could share with bidders? Or is a physical site visit the only way to determine square footage for pricing purposes? Can we receive the acreage for the sites?

Answer: Please see the pictures below that outline the locations that are to be serviced in this contract. The approximate acreage is as followed: Ray Charles Plaza – 2; River Walk – 2; Area directly behind Albany Herald – 0.03; Chamber of Commerce Parking lot – 0.0757; Parking lot between Chamber of Commerce & LEC Building – 0.035; Law Enforcement Center – 3.56; Albany Dougherty Drug Unit – 1.37; Micro Enterprise Business Center – 1.95; Charles Sherrod Park – 1.3; Alley behind the Flint and Brewery – 0.03; Civil Rights Parking lot – 1.39; Airport – 17; Harlem Street Scape – 0.22; Government Building – 0.05.

QUESTION #2: Can you provide us with a total bale count that is needed per application?

Answer: Approximately 120 bales.

QUESTION #3: Please confirm that straw/mulch is required two times annually, in March and September, and not quarterly.

Answer: Yes, the straw/mulch is required two times annually.

QUESTION #4: Please confirm whether the City has a preferred format for date/time-stamped photo submissions by lot.

Answer: There is no specific format; email or text are fine.

QUESTION #5: Please confirm whether standard fallen limb and trash cleanup during routine mowing is included in the per-cut price, while storm cleanup and heavy debris require written approval under unit pricing.

Answer: Ayes, standard is included, storm cleanup will require a quote and is outside of the standard cut price.

QUESTION #6: Please confirm whether a subcontractor's municipal grounds maintenance references may support the field performance experience requirement when the prime remains responsible for performance.

Answer: We are not responsible for subcontractors. We will only deal with the primary contractor who wins the bid. We will hold the primary contractor responsible for any concerns regarding the properties.

QUESTION #7: For the "on call cuts" on the bid form, this number could fluctuate based on which property is being asked to cut. For example, the airport and the alley would be very different services. How would you like us to proceed with pricing for this?

Answer: Please do not include the "on-call" cuts in your bid. Instead, we ask that the winning vendor invoice Facilities Management separately for these 3 "on-call" cuts once they take place. A new, revised, Bid Form is attached below to reflect this change.

End of Addendum 3

Destin Adams

Destin Adams, Buyer

Cc: Anthony Trice, Operations Manager
Theresa Jones, Administrative Manager
Tripp Swilley, Deputy Director of Facilities Management
Don Gray, Director of Facilities Manager

****COMPLETE AND SUBMIT****

**BID FORM
Landscaping Services
Bid Ref. #27-004**

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:

Ray Charles Plaza: 33 cuts x \$_____ per cut = total \$_____

Government Building: 33 cuts x \$_____ per cut = total \$_____

Harlem Street Scape: 33 cuts x \$_____ per cut = total \$_____

Albany Dougherty Drug Unit: 33 cuts x \$_____ per cut = total \$_____

Law Enforcement Center: 33 cuts x \$_____ per cut = total \$_____

Parking Lot between the LEC and the Chamber of Commerce Building:
33 cuts x \$_____ per cut = total \$_____

Chamber Parking Lot: 33 cuts x \$_____ per cut = total \$_____

Civil Rights Park: 33 cuts x \$_____ per cut = total \$_____

Civil Rights Parking Area: 33 cuts x \$_____ per cut = total \$_____

Alley behind the Flint and Brewery: 33 cuts x \$_____ per cut = total \$_____

River Walk between the sidewalk and the water's edge from Broad to the south and from sidewalk to the top of the hill behind Ray Charles: 33 cuts x \$_____ per cut = total \$_____

Micro Business Center: 33 cuts x \$_____ per cut = total \$_____

Area directly behind the Albany Herald Building: 33 cuts x \$_____ per cut = total \$_____

Airport front portion of property: 33 cuts x \$_____ per cut = total \$_____

Trimming of shrubs shall be completed quarterly (4 times annually) total \$_____

Straw/mulch shall be completed semi-annually (2 times annually) total \$_____

"On-call" cuts that may be requested by the Project Manager or designated representative during the course of the contract are to be invoiced separately to Facilities Management and are **not** to be included in your bid.

2. Hand labor performed at (unit cost) \$_____per hour (off-season cleanup only)
3. Heavy Duty equipment utilized at (unit cost) \$_____per hour.
4. Debris hauled at (unit cost) \$_____per ton. Certified weight tickets required.

Grand total of section one (1) base bid totals above **not including** unit cost:

\$(Written)_____ \$ (figures)_____

Any work for "on-call" cuts and items 2, 3, or 4 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.

Work shall begin within ten (10) calendar days after issuance of the Notice to Proceed.

We acknowledge receipt of the following Addenda:

(Bidder to list all revisions received, or, if none, state "NONE RECEIVED")

Addendum #_____, dated _____ Addendum #_____, dated _____

Addendum #_____, dated _____ Addendum #_____, dated _____

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)

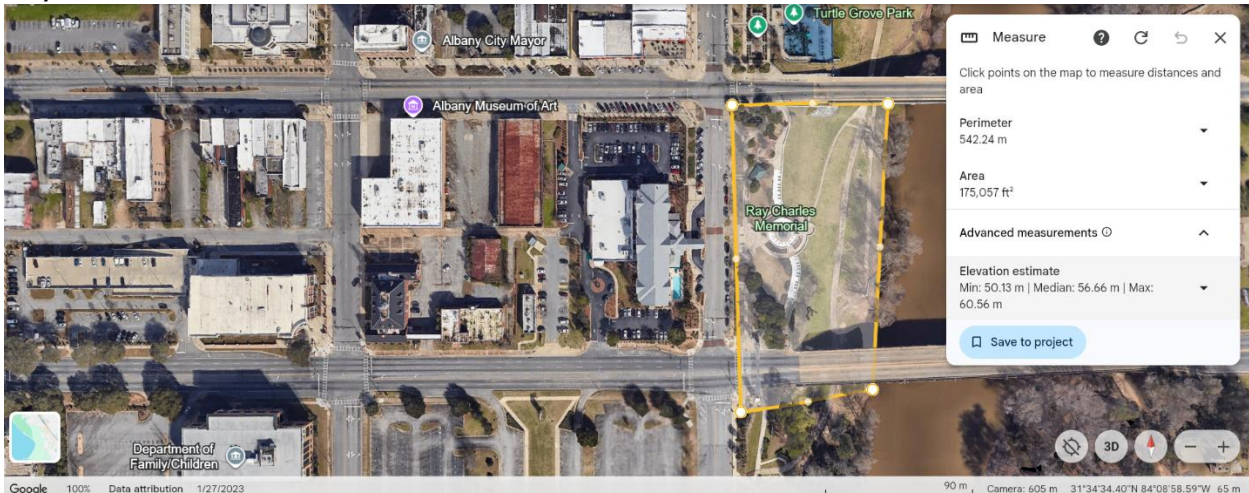
Telephone #

Fax #

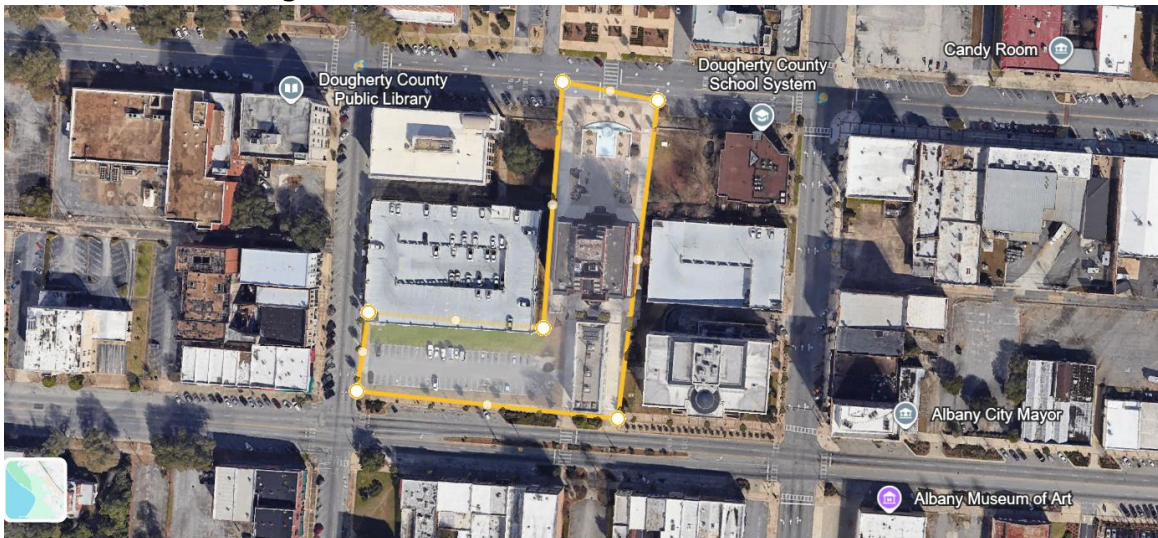
Email Address

(End of Bid Form)

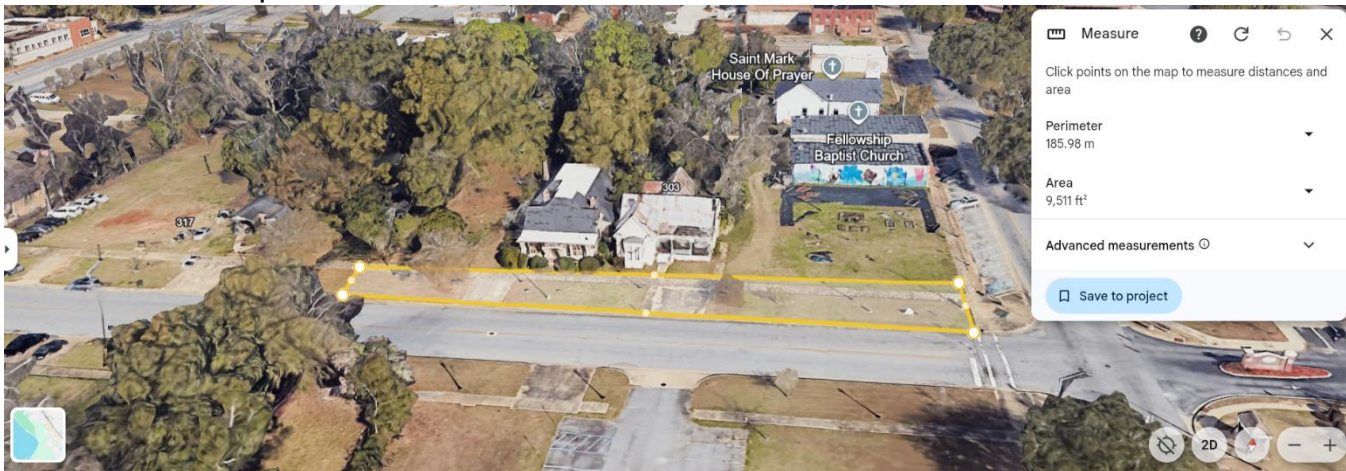
Ray Charles Plaza & Riverwalk:



Government Building:



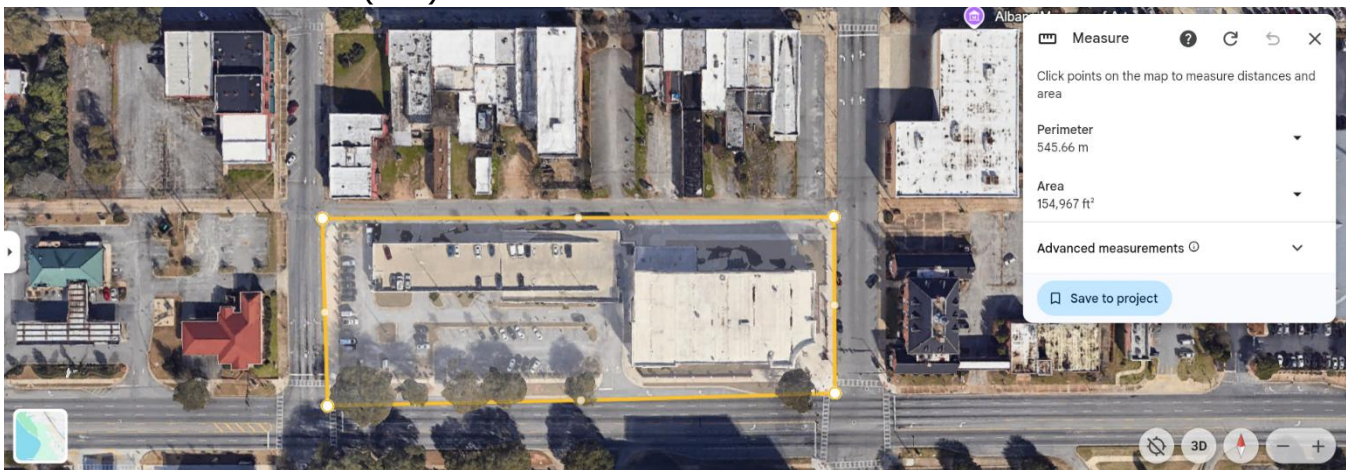
Harlem Street Scape:



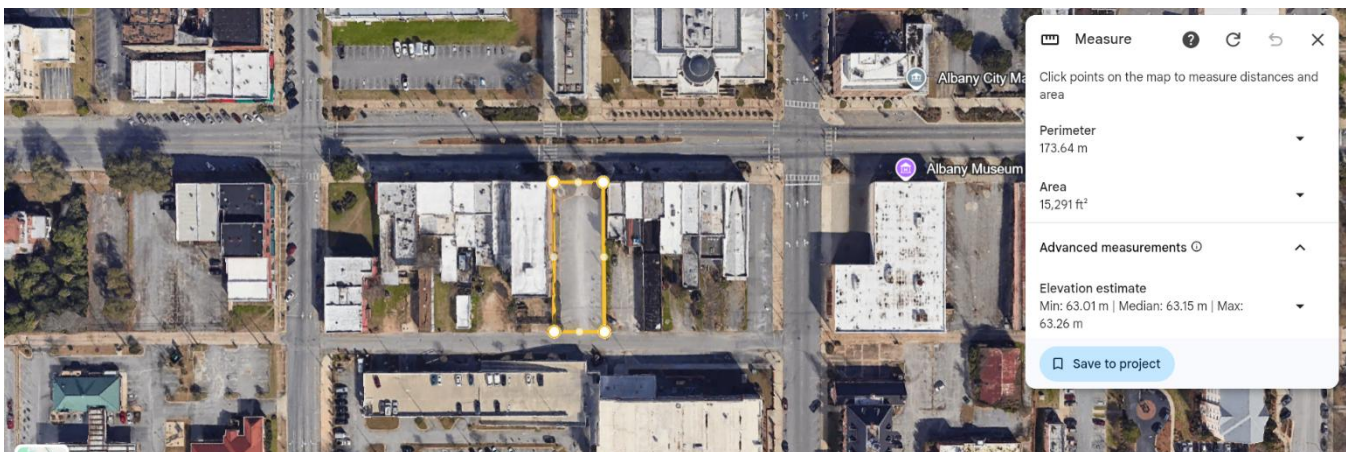
Albany Dougherty Drug Unit:



Law Enforcement Center (LEC):



Parking Lot between LEC and the Chamber of Commerce:



Chamber of Commerce Parking Lot:



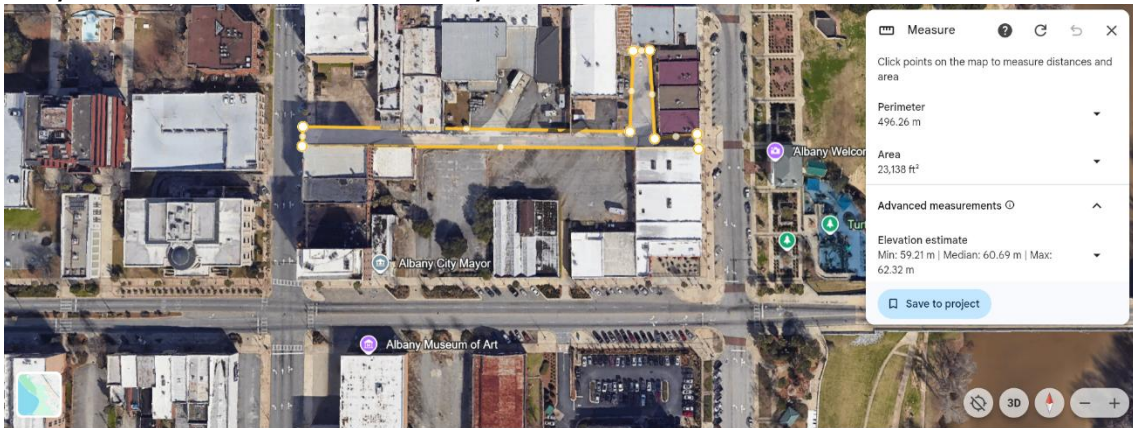
Civil Rights Park:



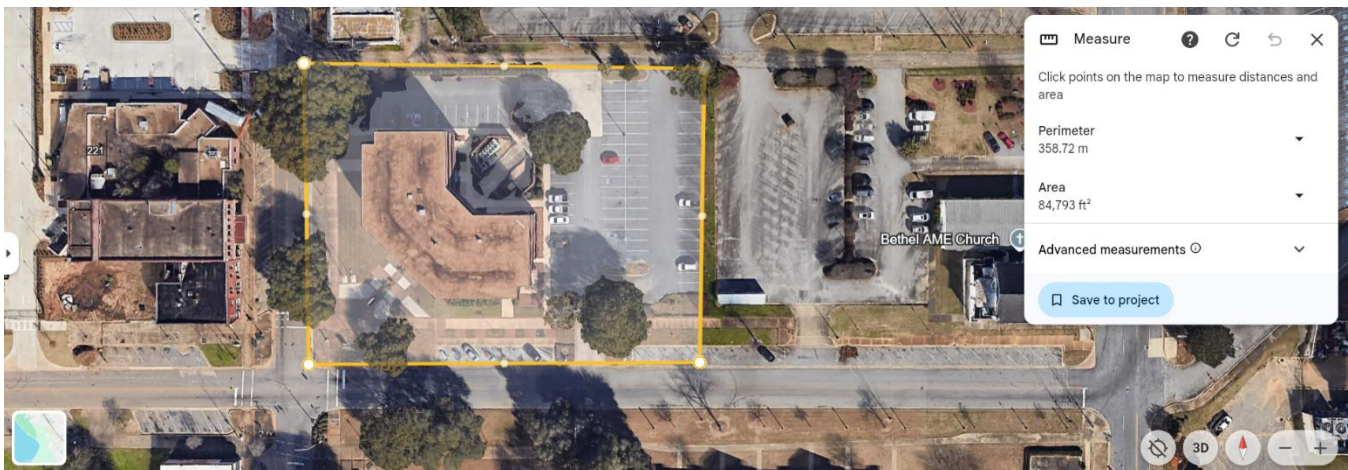
Civil Rights Parking Area:



Alley behind the Flint and Brewery:



Micro Business Center:



Area behind the Albany Herald Building:



Front portion of Southwest Georgia Regional Airport:





July 22, 2026

TO: All Potential Bidders

SUBJECT: Landscaping Services

Bid Ref. #27-004

Bid Opening Date & Time: August 10, 2026, 2:30 p.m.

ADDENDUM NO. #2

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:

ADD: Please see the attached, revised, Bid Form to reflect the correct number of cuts per site.

QUESTIONS/ANSWERS:

QUESTION #1: Can we receive the physical addresses of the site that are to be cut during the duration of this contract?

Answer: Yes, the addresses are as followed:

- ***Ray Charles Plaza – 100 S. Front St.***
- ***Government Building – 222 Pine Ave.***
- ***Harlem Streetscape – 200 Block of W. Whitney Ave.***
- ***Albany Drug Unit – 700 Pine Ave.***
- ***Law Enforcement Center (LEC) – 201 W. Oglethorpe Blvd.***
- ***Parking Lot (between the LEC Building & Chamber of Commerce Building – 222 W. Broad Ave.***
- ***Chamber of Commerce Parking Lot – 235 W. Broad Ave.***
- ***Civil Rights – 300 S. Jackson St.***
- ***Civil Rights Parking Lot – 300 W. Whitney Ave.***
- ***Alley behind the Flint Restaurant & Brewery – 120 Pine Ave.***
- ***River Walk – 100 Block of S. Front St.***
- ***Micro-Business Center – 230 W. Highland Ave.***
- ***Area behind the Albany Herald Building – 126 N. Washington St.***
- ***Southwest Georgia Regional Airport – 3905 Newton Rd.***

QUESTION #2: How much was the previous contract for these services?

Answer: Please see the attached bid tabulation from the previous solicitation for Landscaping Services.

QUESTION #3: Is there any existing survey, plat, or GIS data available for the 14 sites listed in the Scope of Work that the City could share with bidders? Or is a physical site visit the only way to determine square footage for pricing purposes? Can receive the acreage for the sites?

Answer: There is no existing survey, plat, or GIS data; however, we are working on outlining the area which needs to be cut.

QUESTION #4: What are the access requirements (badging, escorts, background checks, restricted hours, etc.) for the Law Enforcement Center, Albany Dougherty Drug Unit, and Airport (front portion) sites?

Answer:

- ***Ray Charles will be given key to access the restricted area.***
- ***Airport will be given an access number to the site.***
- ***ADDU will be given access information.***

(This information will be given once the vendor has been approved.)

QUESTION #5: Is there designated parking or staging space available for crews and equipment at the downtown sites (Ray Charles Plaza, Civil Rights Park, Riverwalk, etc.)?

Answer: For the Government building, LEC, and Chamber mowing, the staging/parking is located at the parking lot between the Chamber and LEC. For Ray Charles, the parking/staging is located is at the Civic Center parking lot.

QUESTION #6: What specifically qualifies as billable "hand labor" (Item #2 on the Bid Form) beyond the finish-mowing labor already included in the base bid?

Answer: Anything not mowing is considered hand labor. (E.g. weed eating, debris removal, laying stray, pulling weeds, etc.)

QUESTION #7: Does the City have a rough historical estimate of annual debris tonnage to help bidders size the per-ton hauling line item (Item #4)?

Answer: No, we do not. Storm clean-up will be outside the scope of work. However, regular rain and a fallen tree limb, would be in the scope of work.

QUESTION #8: Are the three "on-call" cuts referenced for December, January, and February expected once total across that period, or is there flexibility in how they are distributed?

Answer: The three on-call cuts are not guaranteed cuts; however, they are flexible across that period.

QUESTION #9: Is there a required minimum self-performance percentage for the prime contractor, or can the majority of physical mowing work be subcontracted?

Answer: There is no required minimum self-performance percentage. The hired vendor will be held responsible regardless of who completes the work.

QUESTION #10: Does the corrected invoice routing outlined in Addendum No. 1 (new email address, new Bid Ref. #27-004) apply from the start of the contract, or is there a transition period referencing the prior Bid Ref. 24-023?

Answer: This will apply at the start of the contract.

QUESTION #11: Is there a way to obtain a map outlining these specific areas?

Answer: Yes, we are working on a map to outline the areas to be serviced.

QUESTION #12: In the bid packet there's areas that state we should straw 4x a year and some that say 2x a year. Which number should we go with?

Answer: 2x's a year is the correct number of strawing. (March & September)

End of Addendum 2

Destin Adams

Destin Adams, Buyer

Cc: Anthony Trice, Operations Manager
Theresa Jones, Administrative Manager
Tripp Swilley, Deputy Director of Facilities Management
Don Gray, Director of Facilities Manager

****COMPLETE AND SUBMIT****

**BID FORM
Landscaping Services
Bid Ref. #27-004**

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:

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Trimming of shrubs shall be completed quarterly (4 times annually) total \$_____

Straw/mulch shall be completed semi-annually (2 times annually) total \$_____

[illegible]



July 8, 2026

TO: All Potential Bidders

SUBJECT: Landscaping Services

Bid Ref. #27-004

Bid Opening Date & Time: August 10, 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: "The proposed mowing schedule calls for weekly mowing during the growing season of March 1 through September 30; bi-weekly mowing in October, November, December, January, and February; and three "on-call" cuts during the course of the contract -- for a total of 38 cuts not to include the three on-call cuts." on page 5, number 7.

ADD: "The proposed mowing schedule calls for weekly mowing during the growing season of March 1 through September 30; 1 cut per month in October and November; and three "on-call" cuts for the month of December, January, and February -- for a total of 33 cuts." on page 5, number 7.

DELETE: "Contractor must submit photographic evidence with a date and time stamp per lot via email to David Watson at dwatson@albanyga.gov" on page 5, number 7.

ADD: "Contractor must submit photographic evidence with a date and time stamp per lot via email to Anthony Trice at atrice@albanyga.gov" on page 5, number 7.

DELETE: "This contract is to be a one (1) year contract with four (4) options to renew for additional one-year terms per O.C.G.A § 36-60-13 for multi-year purchases." on page 6, number 11.

ADD: "This contract to be a one (1) year contract with two (2) options to renew for additional one-year terms per O.C.G.A § 36-60-13 for multi-year purchases." on page 6, number 11.

DELETE: "All invoices are to be submitted to Facilities Management Office, Contract: Downtown Landscaping Bid ref. 24-023 Lily Pond Rd. Albany, GA 31707" on page 8, number 26.

ADD: "All invoices are to be submitted to Facilities Management Office located at Lily Pond Rd. Albany, GA 31707, and via email to COA-FacMgmtacctspayable@albanyga.gov Contract: Downtown Landscaping Bid ref. 27-004" on page 8, number 26.

DELETE: "At the end of each completed cycle the vendor must contact the project manager, David Watson or his designee, for inspection" on page 10, paragraph 3.

ADD: "At the end of each completed cycle the vendor must contact the project manager, Anthony Trice or his designee, for inspection" on page 10, paragraph 3.

DELETE: "March 1 to October 31 with 1 service per month for November, December, January, February with 3 on call as needed services." on page 10, paragraph 4.

ADD: "March 1 to September 31 with weekly services; October and November with 1 service per month; December, January, and February with 3 on call services." on page 10, paragraph 4.

QUESTIONS/ANSWERS:

QUESTION #1: Can more clarification be given on the Riverwalk area that need to be cut?

Answer: Yes, after the pre-bid we will conduct a site visit of this area for a reference point of the area that needs to be mowed.

End of Addendum 1

Destin Adams

Destin Adams, Buyer

Cc: Anthony Trice, Operations Manager
Theresa Jones, Administrative Manager
Tripp Swilley, Deputy Director of Facilities Management
Don Gray, Director of Facilities Manager



July 7, 2026

**INVITATION TO BID
Landscaping Services
Bid Reference No. 27-004**

Sealed Bids will be received by the City of Albany, Procurement Division, Suite 260, 222 Pine Avenue, Albany, Georgia, until **2:30 p.m. on August 10, 2026, at 2:30 p.m.** for Landscaping Services 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 **July 16, 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 vendors are strongly encouraged to attend.

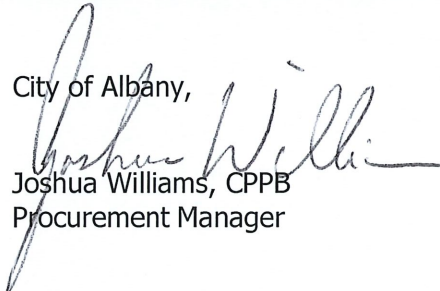
This project will be bid on a **lump sum basis** for all specified work and will be awarded to the lowest responsive and responsible bidder. Contract shall be for one (1) year with four (4) options to renew for additional one-year terms per O.C.G.A. § 36-60-13. Fees may be adjusted for each year after 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. **5% Bid Bond is required of all bidders.** Bid bond must be present for bid to be read or considered.

All corporations should provide the corporate seal, a copy of the Secretary of State Certificate of Incorporation, and a listing of the principals of the corporation with bid.

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 **July 31, 2026, 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
Landscaping Services
Bid Reference No. 27-004

1. **General:** Bid for the mowing and ground maintenance of various locations in Albany, Georgia. A list of addresses and instructions is contained herein.
2. **Maintenance:** The period of time for mowing all properties shall be as specified within the schedule and identified within this contract. Prior to any changes, all mowing schedule adjustments must be approved by the Project Manager(s) 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. Any deviations must be pre-approved by the Project Manager(s). Grass should be cut to no higher than two (2) inches and shall not be blown into the street or onto sidewalks.

Prior to 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 be responsible for removal of all debris from lots and for hauling off debris and cut material to an approved landfill on the same date of mowing. Contractor shall provide certified landfill weight tickets to the Project Manager(s) for all applicable disposed of debris along with invoicing. Note: Cut material is anything cut by mower or by hand. In the event that fencing prohibits Contractor from maintenance of lot (s), Contractor shall notify Project Manager(s) or designated representative immediately. Fencing may be removed by the Contractor at the discretion of the Project Manager(s) or designated representative.

Finish mowing includes all the above plus trimming, edging, cutting around trees, shrubs, curb, sidewalk, poles, and other natural features.

Plant Bed Maintenance (all plant beds should be maintained free of weeds and/or foreign growth).

Mulch installation (pine straw mulch installed in all plant beds and around tree basins twice annually, one in the spring and fall).

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.

The use of heavy-duty equipment and/or hand labor shall not be performed without prior (written) approval by the Project Manager(s) or designated representative.

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 weekly mowing during the growing season (March 1 through September 30); bi-weekly mowing in October, November, December, January, and February; and three "on-call" cuts during the course of the contract -- for a total of 38 cuts not to include the three on-call cuts. 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 David Watson at dwatson@albanyga.gov or designated representative. Designated 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 schedule contained herein, the City will ensure the work is accomplished. Assistance will be provided by the City at cost plus 20%, which will be deducted from the Contractor's future invoices. Failure to respond within the stated time frames shall be cause for penalty. Repeated failures may result in termination of the contract for non-performance and are subject to re-procurement costs.
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, and a valid email address and length of contract.
10. **Bid Bond:** Each bid shall be accompanied by a certified check, cashier's check, or bid bond (surety) acceptable to the Owner, in an amount equal to at least five **(5%)** percent of the bid, payable without condition to the Owner as a guaranty that the bidder, if awarded the contract, will promptly execute the Agreement in accordance with the bid and other 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. The bid bond must be presented in its original

form. Copies are not acceptable.

11. **Contract Renewal:** This contract to be a one (1) year contract with four (4) 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).
12. **INSURANCE:** 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.
13. **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.
14. **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.**

15. **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 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.
16. No bid may be withdrawn for a period of **sixty (60)** days from the bid opening date.
17. **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.
18. **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.**
19. **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.

20. **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.
21. **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.
22. The Owner reserves the right to reject any and all bids and to waive any informalities in the bidding.
23. **Certificate of Non-Collusion:** An executed copy of this form should accompany your bid. (See Attached).
24. **Governing Law and Venue:** An executed copy of this form should accompany your bid. (See Attached).
25. **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.
26. **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.
27. **Bid Submittals (All items listed below must be submitted with bid)**
 - a. **Bid Bond**
 - b. **Bid Form**
 - c. **Addendum Acknowledgement Form**

28. 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 #8
- 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)

29. For additional information, contact Destin Adams 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 **July 31, 2026, 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
Landscaping Services
Bid Ref. #27-004**

Site listings

Ray Charles

Government Building

Harlem Street Scape

Albany Dougherty Drug Unit

Law Enforcement Center

Parking Lot between the LEC and the Chamber of Commerce Building

Chamber Parking Lot

Civil Rights Park

Civil Rights Parking Area

Alley behind the Flint and Brewery

River Walk between the sidewalk and the water's edge from Broad to the south and from sidewalk to the top of the hill behind Ray Charles.

Micro Business Center

Area directly behind the Albany Herald Building

Airport (Front Portion)

Trimming of shrubs shall be completed quarterly (4 times annually)

Straw/mulch shall be completed quarterly (4 times annually)

Plant Bed Maintenance: All plant beds, walkways, patios, parking lots shall be free of all unwanted vegetation (weeds) herbicide are to be applied and weeds are to be removed by hand, string trimming or other methods. All debris shall be removed from all beds, to include limbs litter and fallen leaves. Bed Growth shall not extend over the edges of sidewalks or parking areas. Contractor shall use all means to cut areas if equipment/vehicles is in place. All structures to include buildings, walls, seating areas and handrails, shall remain free from, vines, shrubbery, etc.

In case of no service due to inclement weather no payment for that day will not be rendered. Unless the scheduled service is completed the same week.

At the end of each completed cycle Vendor must contact the Project Manager, David Watson or his designee, for inspection.

Schedule of Maintenance: March 1 to October 31 with 1 service per month for November, December, January, February with 3 on call as needed services.

****COMPLETE AND SUBMIT****

**BID FORM
Landscaping Services
Bid Ref. #27-004**

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:

Ray Charles Plaza: 38 cuts x \$_____ per cut = total \$_____

Government Building: 38 cuts x \$_____ per cut = total \$_____

Harlem Street Scape: 38 cuts x \$_____ per cut = total \$_____

Albany Dougherty Drug Unit: 38 cuts x \$_____ per cut = total \$_____

Law Enforcement Center: 38 cuts x \$_____ per cut = total \$_____

Parking Lot between the LEC and the Chamber of Commerce Building:
38 cuts x \$_____ per cut = total \$_____

Chamber Parking Lot: 38 cuts x \$_____ per cut = total \$_____

Civil Rights Park: 38 cuts x \$_____ per cut = total \$_____

Civil Rights Parking Area: 38 cuts x \$_____ per cut = total \$_____

Alley behind the Flint and Brewery: 38 cuts x \$_____ per cut = total \$_____

River Walk between the sidewalk and the water's edge from Broad to the south and from sidewalk to the top of the hill behind Ray Charles: 38 cuts x \$_____ per cut = total \$_____

Micro Business Center: 38 cuts x \$_____ per cut = total \$_____

Area directly behind the Albany Herald Building: 38 cuts x \$_____ per cut = total \$_____

Airport front portion of property: 38 cuts x \$_____ per cut = total \$_____

Trimming of shrubs shall be completed quarterly (4 times annually) total \$_____

Straw/mulch shall be completed quarterly (4 times annually) total \$_____

"On-call" cuts that may be requested by the Project Manager or designated representative during the course of the contract.

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

Grand total of section one (1) base bid totals above **not including** unit cost:

\$(Written)_____ \$ (figures)_____

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.

Work shall begin within ten (10) calendar days after issuance of the Notice to Proceed.

We acknowledge receipt of the following Addenda:

(Bidder to list all revisions received, or, if none, state "NONE RECEIVED")

Addendum #_____, dated _____ Addendum #_____, dated _____

Addendum #_____, dated _____ Addendum #_____, dated _____

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

(End of Bid Form)

**** COMPLETE AND SUBMIT ****

**BID REFERENCE
NO. 27-004
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. ☐	Addendum No. ☐
Addendum No. ☐	Addendum No. ☐

No Addenda received for Bid Reference NO. 27-004.

Print Name and Title of Authorized Signer

Authorized Signature

Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

_____ as PRINCIPAL,
and _____ (Name of Principal)

(Legal title and address of the Surety)

as Surety (hereinafter referred to as "Surety"), are held and firmly bound unto the City of Albany, Georgia, hereinafter called the "Local Public Agency," in the penal sum of _____ Dollars

(\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

_____, 20__ for the construction of _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the allowable period specified, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the Local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise it is to remain in full force and virtue.

Signed and sealed this _____ day of _____, 20__

(Principal)

(Witness)

(Title)

Seal

(Surety)

(Witness)

**** 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 Internet/Social Media to include Facebook, Twitter, etc. Yes____ No ____
- 2 City of Albany website Yes____ No____
- 3 City of Albany local access channel (channel 16) Yes____ No____
- 4 Georgia Procurement Registry Yes____ No ____
- 5 Other:_____

Please indicate if you are a DBE: Yes_____ No_____

DATE:_____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME:

TITLE:_____

SIGNATURE:_____

INDEMNITY AGREEMENT

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

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. #27-004
Solicitation /Contract Name:	Landscape Services

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]
