



August 19, 2026

TO: All Potential Bidders

SUBJECT: Litter Removal

Bid Ref. #27-010

Bid opening date & time: August 31, 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.

Questions/Answers:

- Question #1: Can ATVs be used to pick up litter as long as they follow the DOT guidelines?
Answer: ATVs are generally not allowed on Georgia state highways for work activities, including garbage pickup, unless you receive specific written authorization from Georgia DOT. By default, operating an ATV on any public road in Georgia is prohibited. Relevant guidance comes from: O.C.G.A. § 40-6-362 (ATVs restricted from public roads) GDOT Maintenance Manual & Encroachment Rules (Equipment operating within the state right-of-way must meet highway-safe standards.)

Question #2: If awarded, what is the projected start date? **Answer: As soon as possible (should be specified on the agreement contract).**

End of Addendum 3

Destiny Solomon

Destiny Solomon, Buyer I

Cc: Michael Simmons, Director of Public Works
Josh Foster, Deputy Director of Public Works
Eric Green, Solid Waste Superintendent
Brandi Hodge, Administrative Assistant



August 11, 2026

TO: All Potential Bidders

SUBJECT: Litter Removal

Bid Ref. #27-010

Bid opening date & time: August 31, 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.

Questions/Answers:

Question #1: Is there a current or previous contractor performing this service? If so, is the previous bid tabulation, awarded contract amount, or pricing information available for review?

Answer: The previous vendor is LRL Ventures. Attached will be the previous bid tabulation.

Question #2: Does the City have historical information regarding the average amount of litter/debris collected during each weekly service (such as bags, weight, or cubic yards)? **Answer: If collected weekly as agreed, less than a ton weekly (weight varies).**

Question #3: Where is the collected litter/debris expected to be disposed of? Are disposal or tipping fees the responsibility of the contractor, or is a City/Government disposal facility available for this contract? **Answer: Litter can be disposed of at Dougherty County Landfill. The tipping fee/disposal fee is currently \$40.97 per ton. Tipping fees are set by the county landfill and subject to change without notice. Tipping fee receipts will be required with each invoice. Vendor is responsible for tipping fees. This cost is included in the bid.**

Question #4: For the approximately 10-mile corridor, could you clarify whether litter removal is required from both sides of the roadway, medians, shoulders, and the full areas of all on- and off-ramps? **Answer: Litter removal is required along the expressway on both sides and the center medium. Litter removal will also be required at all on-ramps, off-ramps, and under passes.**

Question #5: Are there designated days or hours during which the weekly litter removal must be performed? **Answer: Hours and schedules are at the vendors' discretion, however, during the Spring and Summer months, there may be a scheduling requirement in advance of grass cutting. This will be confirmed in advance.**

Question #6: Since the work is performed within GDOT right-of-way, could you please clarify the traffic-control and safety requirements that the contractor will be responsible for providing, including any required signage, cones, vehicles, equipment, certifications, or traffic-control personnel? **Answer: It is the vendor's responsibility to contact GDOT and confirm that they are following all traffic-control plans compliant with MUTCD and GDOT standards.**

Question #7: Does the City have any historical information regarding the typical crew size or approximate number of labor hours required to complete one weekly service? **Answer: No historical data provided.**

Question #8: What was prior vendors' cost? Is the scope of work the same? **Answer: *Attached will be the previous bid tabulation, but yes, the scope of work is the same.***

Question #9: Are we able to get someone to show us any location we have difficulty identifying? **Answer: Yes, our Solid Waste Supervisor can show and explain.**

End of Addendum 2

Destiny Solomon
Destiny Solomon, Buyer I

Cc: Michael Simmons, Director of Public Works
Josh Foster, Deputy Director of Public Works
Eric Green, Solid Waste Superintendent
Brandi Hodge, Administrative Assistant



August 5, 2026

TO: All Potential Bidders

SUBJECT: Litter Removal

Bid Ref. #27-010

Bid opening date & time: August 31, 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:

ADD:" The contractor is required to contact the Project Manager, Michael Simmons, at 229-302-1805, within five (5) days of completion for a final inspection."

ADD: Addendum Acknowledgement Form

End of Addendum 1

Destiny Solomon
Destiny Solomon, Buyer I

Cc: Michael Simmons, Director of Public Works
Josh Foster, Deputy Director of Public Works
Eric Green, Solid Waste Superintendent
Brandi Hodge, Administrative Assistant



July 27, 2026

**INVITATION TO BID
LITTER REMOVAL
BID REFERENCE NO. 27-010**

Sealed Bids will be received by the City of Albany, Procurement Division, **222 Pine Avenue, Suite 260, Albany, Georgia 31701**, until **August 31, 2026 on 2:30 pm**, for weekly pickup of litter/debris. The bid shall include all labor, material, site preparation, and cleanup in accordance with bid documents, specifications, and all other contract documents contained herein. Bids will be opened and publicly read aloud at the above stated time and place.

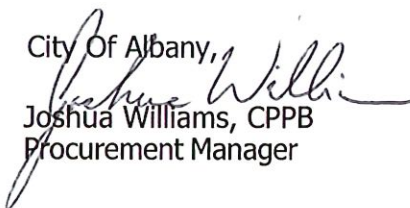
A Pre-Bid Conference will be held on **August 5, 2026 at 10:00 am** at **222 Pine Avenue, Suite 260, Albany, Georgia 31701**. The Project Manager will provide an overview of the work to be performed and answer questions. All interested bidders are strongly encouraged to attend.

This project will be bid on a lump sum basis for all specified work and will be awarded to the responsive and responsible bidder submitting the lowest total base bid. For bids **exceeding \$250,000, a 5% Bid Bond is required** and must be included with the submission for the bid to be read or considered. If the bid amount exceeds \$250,000 the successful bidder will then be required to provide 100% Performance and Payment bonds.

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 informality 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 Destiny Solomon, Buyer I, at (229) 302-1458. Submit all questions via email to dsolomon@albanyga.gov cc: jswilliams@albanyga.gov and kross@albanyga.gov. The deadline for questions is **August 21, 2026 at 2:30 pm**. Replies of substance will be answered in the form of an addendum 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 should 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 be attached 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 as 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 that are 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. Contractors as well as 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 bidders (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
Litter Removal
Bid Reference No. 27-010

1. **General:** Bid for the pickup of litter/debris along the Liberty Expressway in Albany, Georgia.
2. **Scope:** This contract will be to supply the City of Albany - Public Works Department with By-Pass Litter Pickup services. Once per week pickup of litter/debris along the Liberty Expressway By-pass corridor, to include all on-ramps and off-ramps from Dawson Road (exit 8 interchange) to the intersection of Moultrie Road (exit 1 interchange). The distance is approximately 10 miles and is highlighted on the attached map. The contractor will be responsible for collection and disposal of discarded vehicle tires. The contractor will be responsible for all Disposal fees. The contractor will **Not** be responsible for collection and disposal of animal carcasses, however reporting of animal carcasses would be appreciated.
3. The Liberty Expressway By-pass corridor is a Georgia Department of Transportation (GDOT) right of way, and all appropriate GDOT Safety measures must be adhered to while performing Litter Pickup services along this route.
4. **Contractor's Labor/Equipment:** Contractor's bid shall include furnishing all necessary labor (to include manpower and hand labor), materials, tools, 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 Bid.
5. 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.
6. Bidder shall be responsible for visiting the jobsites and familiarize himself with the local conditions.
7. **Bid Form:** Bid must be submitted on the bid form contained herein. 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.
8. **Schedule:** The proposed mowing schedule calls for a once per week pickup of litter/debris along the Liberty Expressway Bypass corridor, to include all on-ramps and off-ramps from Dawson Road (exit 8 interchange) to the intersection of Moultrie Road (exit 1 interchange). Invoicing will need to be done weekly.
9. **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.
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 in 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. Bidders expressly acknowledge 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.

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 with 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 effectively as of the mailing or delivery of the default notice. If the City terminates the contract, the contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.
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. Bid Submittals (All items listed below must be submitted with bid)
- a. 5% Bid Bond
 - b. Bid Form

26. 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)

27. For additional information, contact Destiny Solomon, Buyer I, at (229) 302-1548. Submit all questions via email to dsolomon@albanyga.gov cc: jwilliams@albanyga.gov and kross@albanyga.gov. The deadline for questions is **August 21, 2026 @2:30 PM**. 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.

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

**BID FORM
LITTER REMOVAL
CITY OF ALBANY
BID REFERENCE #27-010**

Bid of _____
Company Name

Date _____

To: Procurement Division
222 Pine Avenue, Suite 260
Albany, GA 31701

We, the undersigned, do hereby declare that we have carefully examined the site of the proposed installations. We do hereby agree to furnish all material, transportation, equipment, apparatus systems, labor, and supervision required to do all work as listed within the scope above for the Lump Sum Price indicated below:

Description: ONCE PER WEEK PICKUP OF LITTER/DEBRIS ALONG THE LIBERTY EXPRESSWAY BY-PASS CORRIDOR, TO INCLUDE ALL ON-RAMPS AND OFF-RAMPS FROM DAWSON ROAD (EXIT 8 INTERCHANGE) TO THE INTERSECTION OF MOULTRIE ROAD (EXIT 1 INTERCHANGE). THE DISTANCE IS APPROXIMATELY 10 MILES AND IS HIGHLIGHTED ON THE ATTACHED MAP. THIS WILL BE ONE (1) YEAR CONTRACT WITH FOUR (4) OPTIONAL RENEWAL PERIODS.

Estimated Quantity: 10 miles

Lump Sum Bid: _____

Written Lump Sum Bid: _____

Bid shall be made on a Lump Sum basis for all specified work. Work shall begin at a mutually agreed upon date which will be set forth in the Notice to Proceed and shall be completed in accordance with contract time stated herein. This bid complies with the Instruction to Bidders contained herein, all Addenda, (hereinafter listed and acknowledged as received), which are hereby made a part hereof and which shall govern in all matters of the work hereby proposed.

CERTIFICATION: 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 _____	_____ Company Name _____
_____ Address _____	_____ City State Zip _____
Tax ID #	Telephone # Fax #
Seal (If Incorporated)	Email

*** 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:_____

*** 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]

*** COMPLETE AND SUBMIT***

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Address:	
Solicitation/Contract NO.	Bid Ref. #27-010
Solicitation /Contract Name:	Litter Removal

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)

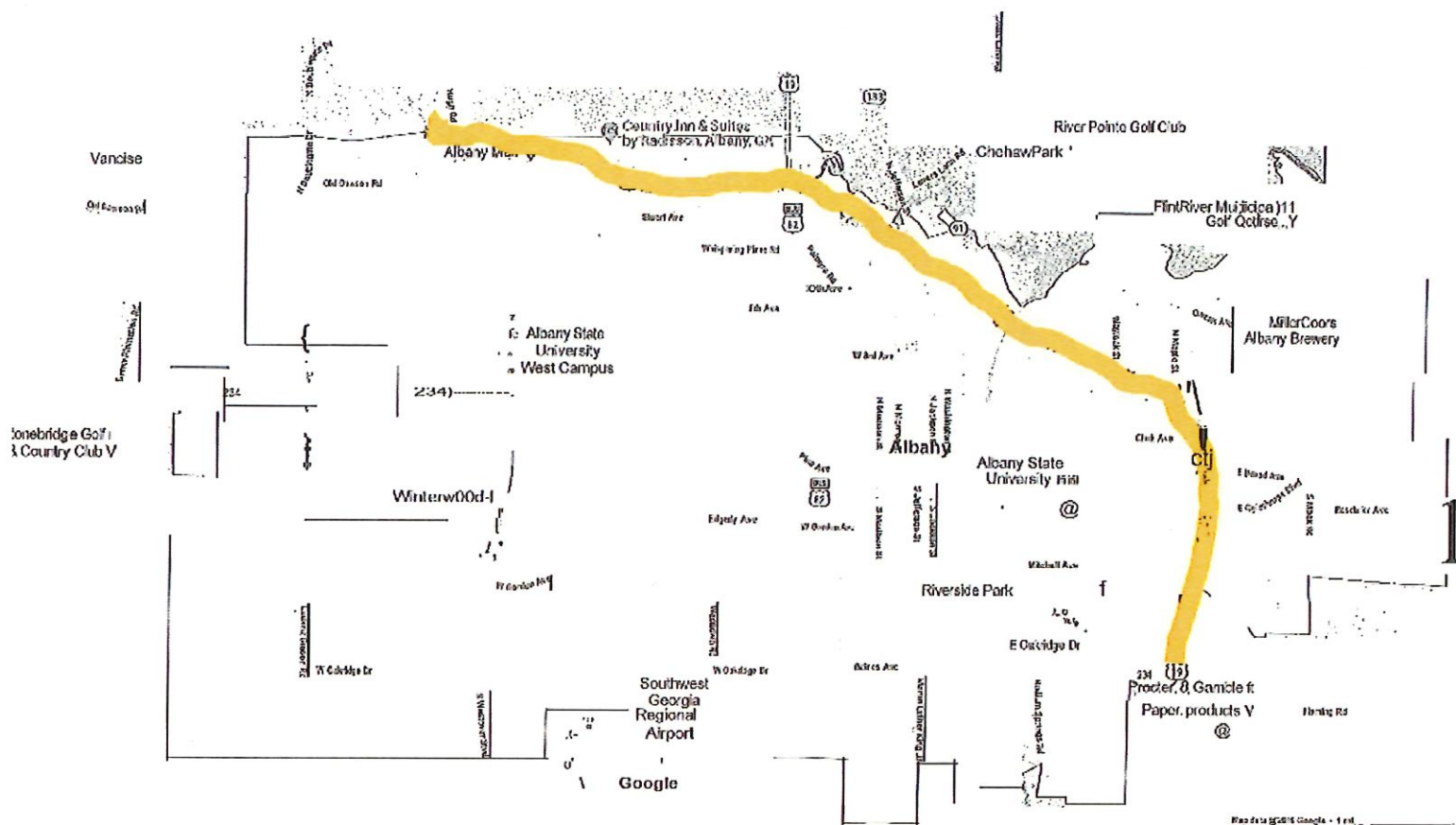
Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON

[NOTARY SEAL]

Date

any



data:https://www.google.com/maps/@31.911724,130.911724,13z/data=!3m1!1e3!3m1!1s0x88275456e07670d547:0c501264913m2!1s31.5795974!1s31.555741