October 1, 2026

TO: All Potential Bidders
SUBJECT: Polymer Flocculants
Bid Ref. #27-026
Bid Opening Date & Time: **October 28, 2026 @ 2:30 p.m.**

ADDENDUM NO. 1
The items contained in this addendum are added to and/or deleted and become part of the specifications and bid documents for the above referenced Invitation to Bid.

Questions and Answers:

1. What is the bulk tank capacity that will be implemented? ***Answer: Three 3000-gallon tanks, for a total of 9000 gallons, are being installed.***

2. Are there any Minimum orders for the bulk and totes? ***Answer: No minimum. We typically have 10 totes shipped. Bulk shipment will be approximately 45,000 lbs.***

3. Is there a lead time between order and delivery? ***Answer: We would prefer 2 weeks.***

4. Is the 150,000lbs shown for each delivery method solely an evaluation quantity or an anticipated annual quantity. ***Answer: 150,000 lbs. is anticipated annual quantity.***

5. We noticed on the bid that the pre-bid testing states Monday, October 21st but the 21st is on Wednesday. Can you clarify the date? ***Answer: Wednesday, October 21st***

6. Please clarify whether invoices will be paid based on actual pounds ordered and accepted at the applicable firm unit price, as the Contract references a total lump sum and periodic estimates. ***Answers: Invoices will be paid based on actual pounds ordered and received.***

All other terms and conditions remain unchanged. Acknowledge receipt of this addendum with your submittal. If you have any questions, feel free to contact me at (229) 431-3211.

City of Albany,

Joshua Williams
Joshua Williams, Procurement Manager

Cc: Anthony Griffis, Public Works
Michael Simmons, Public Works

CITY OF Albany GEORGIA

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

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

SALES TAX #047-175701
FED. EXEMPTION #58-6000817

INVITATION TO BID

•This is NOT an Order•

BID REF: #27-026 DATE: **09/28/2026**

REQUESTING DEPARTMENT:
PUBLIC WORKS DEPARTMENT

DELIVER SERVICES TO:
2726 JOSHUA STREET ALBANY, GA 31701

JOSHUA WILLIAMS
JOSHUA WILLIAMS,
PROCUREMENT MANAGER

MICHAEL EATON
Michael Eaton, CFO

PREBID CONFERENCE:	QUESTIONS DEADLINE:	BID DEADLINE:
NA	5:00PM ON 10/14/2026	2:30PM ON 10/28/2026

QUESTIONS SUBMITTED ↑AFTER THIS DATE↑ MAY NOT BE ANSWERED.
ALL QUESTIONS ARE TO BE SUBMITTED IN WRITTEN FORM TO: jswilliams@albanyga.gov;

CONDITIONS and REQUIREMENTS

	_____% BID BOND REQUIRED	X	**PRICES FIRM FOR ONE YEAR**
	STATE BRAND & STOCK NUMBER BID	X	**DELIVERY RESPONSE PRIME IMPORTANCE**
X	**STATE COMPLIANCE TO SPECIFICATIONS**	X	**CONTRACTOR TO PROVIDE ALL NECESSARY EQUIPMENT**
X	**ANNUAL REQUIREMENT**		**F.O.B. ALBANY, GA.- FREIGHT PREPAID & INCLUDED IN PRICE**

EST QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
	THE CITY OF ALBANY IS SEEKING COMPETITIVE SEALED BIDS FOR A ONE-YEAR FIRM PRICE CONTRACT TO PROVIDE POLYMER FLOCCULANTS FOR THE WASTE WATER TREATMENT PLANT WITH TWO (2) OPTIONS TO RENEW FOR ADDITIONAL ONE -YEAR TERMS PER GA LAW 36-60-13 FOR MULTI-YEAR CONTRACTS.		
	POLYMER MUST BE PT-1128 CT, IC-7268, OR EQUIVALENT IN BULK.		
150,000 LBS.	**PRICE PER POUND DELIVERED IN BULK**	$	$
150,000 LBS.	**PRICE PER POUND DELIVERED IN TEN (10) IBC CONTAINERS**	$	$
	***NO FEES, SURCHARGES OR ADDITIONAL CHARGES MAY BE ADDED AFTER BID ACCEPTANCE. PRICE TO INCLUDE ALL COSTS – AT AN ALL-INCLUSIVE RATE. ***		
	THE CITY WILL CONSIDER CHANGES IN SERVICE AND/OR PRICE WHEN DECIDING WHETHER TO EXERCISE OUR OPTION TO RENEW. PRICE INCREASES FOR SUBSEQUENT RENEWAL PERIODS SHOULD NOT EXCEED THE MOST CURRENT CPI RATE FOR SOUTHERN B/C CITIES WITHOUT JUT CAUSE AND CITY DEPARTMENTAL RECOMMENDATION.		
		Grand Total	$

BIDDER INFORMATION

FEDERAL TAX ID #_____	**FIRM NAME**	**PHONE**
TERM DISCOUNT: NET _____ _____**%**	**ADDRESS**	**FAX**
CHECK IF NEW ADDRESS ☐	**CITY/STATE/ZIP**	**EMAIL**
Must Be Signed By An Authorized Representative.	**SIGNATURE**	
PURCHASING FORM#12 10/98 REV.	*INCLUDE EMAIL TO ENSURE RECEIPT OF COPY OF TABULATION SHEET. **INCLUSION OF YOUR BUSINESS CARD IS APPRECIATED.	

CITY OF ALBANY
PROCUREMENT DIVISION
FINANCE DEPARTMENT
ALBANY, GEORGIA
INSTRUCTIONS TO BIDDERS

These instructions will bind bidders to terms and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder.
   (a) The ability, capacity and skill of bidder to perform required service.
   (b) Whether bidder can perform service promptly or within specified time.
   (c) The character, integrity, reputation, judgment, experience and efficiency of bidder.
   (d) The performance of previous contracts.
   (e) The suitability of equipment or material for City use.
   (f) The ability of bidder to provide future maintenance and parts service.
2. Payment terms are Net 30 unless otherwise specified. Favorable term discounts may be offered and will be considered in determining low bids if they are deemed advantageous to The City.
3. Unless otherwise specified all materials, supplies or equipment quoted herein must be delivered within thirty (30) days from date of notification of award or by exception noted on bid sheet.
4. Prospective bidders are responsible for examining the location of the proposed work or delivery and determining, in their own way, the difficulties, which are likely to be encountered in the execution of same.
5. The ESTIMATED QUANTITY given in the specifications or advertisement is for the purpose of bidding only. The City may purchase more or less than the estimated quantity, and the bidder must not assume that such estimated quantity is part of the contract.
6. All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
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

CITY OF ALBANY
BID REFERENCE NO. #27-026
SPECIFICATIONS/SPECIAL INSTRUCTIONS

1. PRE-BID TESTING: Potential bidders are required to perform jar tests no later than 3:00 p.m. on Monday, October 21, 2026. Jar tests must be performed at the Joshua Street Plant, with actual plant sludge, and in the presence of the Plant Manager or his designee. Jar tests are not required for the polymer currently in use. Please contact David Scott to schedule your jar test date and time, his email is dascott@albanyga.gov

2. POST-BID TESTING: If the lowest responsive bid proposes use of an alternate product from the current polymer, that bidder will supply a sufficient supply of the proposed product, to be paid for at the bid price, for post-bid testing. The post-bid testing must be performed at the Joshua Street Plant, under actual operating conditions to assure satisfactory performance in the field.

3. The Plant Manager will make the final determination of the suitability of any proposed alternative product.

4. Should the low bid equivalent product fail to perform satisfactorily in the Post-Bid Testing, the next low bid will be considered.

5. Polymer is currently received in shipments of ten IBC containers weighing approximately 2300 pounds each. A forklift is available for offloading at ground level. Delivery must include a pallet jack or other means of conveyance to move totes to rear of the delivery trailer.

6. A new dewatering process is currently being installed at the City of Albany's Joshua Street Plant, with a final completion date of December 23, 2027. At some point before this date, product will no longer be delivered in totes and will transition to bulk delivery.

SUBMIT WITH BID

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: _____

SUBMIT WITH BID

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

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 third party claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of any alleged negligence of its officers, agents, or employees in connection with the product or services involved in the bid; provided this indemnity shall not extend to any damage, injury or loss due to ALBANY's sole negligence or willful injury. _____ shall reimburse ALBANY for reasonable attorney fees and expenses of ALBANY in defending all such claims and shall also be responsible for payment of all judgements.

WITNESS THE HAND AND SEAL of the _____ pursuant to proper corporate authority ____ day of _____, 2026.

[CORPORATE NAME]

By: _____

Title _____

Attest:_____

Title _____

[Affix Corporate Seal]

CONTRACT
Public Works Department
Bid Reference Number 27-0XX

THIS AGREEMENT, made as of the _____ day of_____20____, by and between The City of Albany, Ga., (Party of First Part, hereinafter called the Owner) and _____, (Party of the Second Part, hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed, and by these present does agree with the said Owner, for the consideration herein mentioned in his bid and under the penalty expressed in bid document, hereto attached, to furnish all equipment, tools, and materials, skill and labor of every description necessary to carry out and complete in good, firm, and substantial workmanlike manner, the specified work in strict conformity with the drawings and specifications hereinafter set forth which together with the foregoing bid made by the Contractor, the Notice to Contractors, Instructions to Bidders, General Conditions, Addenda, Special Provisions and this Agreement, shall all form essential parts of the Agreement. The work covered by this Agreement includes all work shown on drawings and specifications and listed in the attached bid.

The Owner shall pay, and the Contractor shall receive the **FIRM UNIT PRICE** stipulated in the Bid for **Polymer Flocculants** as full compensation for everything furnished and done by the Contractor under this Contract. The total lump sum of **$**_____ shall be paid in thirty (30) day increments in the manner and according to the terms specified in the Contract Documents, included in the Contractor's periodic estimate. If the Contractor shall not have submitted evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid, the Owner may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor, services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the Owner, to the payment of just claims.

Contractor is required to provide acceptable proof of insurance coverage. Acceptable proofs are a Certificate of Insurance with Additional Insured Endorsement (a Certificate of Insurance by itself is not acceptable) or Declaration Pages of the insurance policies listed which show the City of Albany as additional insured. The insurance company must be authorized to provide insurance in the State of Georgia. Required Insurance Policies and Endorsements are: Commercial General Liability of at least **$1,000,000** for bodily injury and property damage with the City of Albany as additional insured, Automobile/Vehicle Liability of at least **$500,000** each occurrence for bodily injury and property damage covering owned, non-owned, leased and hired autos/vehicles with the City of Albany as additional insured and Worker's Compensation in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than **$100,000** of each accident/disease. These policies must also contain a waiver of subrogation in favor of the City of Albany. All insurance policies must provide that the City of Albany will be notified within 30 days of any changes, restrictions and/or cancellation. If applicable, Professional Liability in addition to above requirements, of at least **$500,000** each claim. Proof of insurance must be submitted to the Procurement Division and approved by Risk Management prior to performance of any work.

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.

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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in quadruplicate this ____ day of _____, 20___.

CITY OF ALBANY, GA.
(Owner)

BY: _____
AUTHORIZED SIGNATURE

_____
(Title)

_____
(Contractor)

(SEAL)

By: _____

_____
(Title)

_____
(Witness)

_____
(Witness)

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: _____

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Address:	
Solicitation/Contract Number & Contract Name	

CONTRACTOR AFFIDAVIT

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

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

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

_____ _____

Federal Work Authorization User Identification Number

(EEV/E-Verify Company Identification Number)

Date of Authorization

_____

Name of Contractor

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

_____ _____

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent Contractor)

_____ _____

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON

[NOTARY SEAL]

_____

Notary Public

My Commission Expires: _____

Approved 10/23/2020