



January 31, 2025
REQUEST FOR PROPOSALS
FINANCIAL ADMINISTRATION AND INVESTMENT SERVICES
DEFINED CONTRIBUTION PLAN
RFP #25-047

Competitive sealed proposals will be received by the City of Albany, Procurement Division, 222 Pine Avenue, Suite 260, Albany, GA 31701 until **5:00 pm.**, on **February 21, 2025** from qualified firms to provide administration and investment services for its single/multiple vendor mutual fund platform employer sponsored 401(a) government plan. Selected provider anticipated to receive all contributions beginning in July 2025.

Services to include but not be limited to plan recordkeeping, dedicated participant service representation, trustee services, communication and education at least twice a year, fiduciary education; plan design review; group employee education and enrollment meetings; plan-level administration and compliance services, loan and hardship administration; and participant investment asset allocation advice and guidance. Contract term will be one (1) year with four (4) options to renew for additional one-year terms per O.C.G.A § 36-60-13.

Any interested and qualified firm and/or party is requested to submit a sealed response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner and form prescribed. No reimbursement will be made by the City of Albany for any costs incurred prior to issuance of a formal Notice to Proceed should an award of contract result from this solicitation.

All Corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the submittal. The City of Albany reserves the right to reject any and all responses and to waive technicalities as deemed to be in the best interest of the City. The City of Albany reserves the right to request additional information from a respondent (s) as deemed necessary to analyze responses. Contract award will be made on the basis of the response which best satisfies the intent of this Request for Proposals and other factors considered in the best interests of the City of Albany.

The City of Albany strongly encourages Small Business firms to participate in this RFP. Documents are available at the Procurement Office, the City website or the Georgia Procurement Registry. Submit all questions via email to jswilliams@albanyga.gov cc. kross@albanyga.gov. Replies of substance will be in writing and made available to all potential vendors/proposers.

City of Albany,

A handwritten signature in black ink, appearing to read "Michael Eaton", written in a cursive style.

Michael Eaton,
Asst. Chief Financial Officer

FINANCE

**CITY OF ALBANY
PROCUREMENT DIVISION
FINANCE DEPARTMENT
ALBANY, GEORGIA
INSTRUCTIONS TO PROPOSERS**

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

1. The following criteria are used in determining which proposal is in the best interests of the city.
 - (a) The ability, capacity and skill of proposer to perform required service.
 - (b) Whether proposer can perform service promptly or within specified time.
 - (c) The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - (d) The performance of previous contracts.
 - (e) The suitability of equipment or material for City/County use.
 - (f) The ability of proposer to provide future maintenance and parts service.
2. Payment terms are Net 30 unless otherwise specified. Favorable term discounts may be offered and will be considered in determining the best proposer if they are deemed advantageous to the City.
3. All requested information should be included in the bid envelope. All desired information must be **signed** and included for your proposal to receive full consideration. **Failure to submit any required form will cause for proposal to be rejected as non-responsive.**
4. All questions, inquiries and requests for clarification shall be directed to Procurement.
5. For multi-year contracts the following clauses pursuant to OCGA 36-60-13 apply: (1) The contract shall terminate absolutely and without further obligation on the part of the City or County at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed; (2) The contract may provide for automatic renewal unless positive action is taken by the City or County to terminate such contract, and the nature of such action shall be determined by the City or County and specified in the contract; (3) The contract shall state the total obligation of the City or County for the calendar year of execution and shall further state the total obligation which will be incurred in each calendar year renewal term, if renewed; and (4) The contract shall provide that title to any supplies, materials, equipment, or other personal property shall remain in the vendor until fully paid for by the City or County.
6. Quote all prices F.O.B. Albany or our warehouse or as specified in proposal documents.
7. Each proposal shall be clearly marked on the outside of the envelope as a Sealed Proposal whether using a City furnished envelope or other envelopes.
8. Proposal must be received and stamped by the Procurement Office before time stipulated in proposal documents. No responsibility will be attached to any City representative or employee for premature opening of proposal not properly addressed or identified.
9. Proposals received late will not be accepted, and the City will not be responsible for late mail delivery.
10. Should a proposal be misplaced by the City and found later it will be considered.
11. Proposals requiring bid security **will not** be read or considered if security is not enclosed. Security may be in the form of cash, certified check, cashier's check or Surety Bond issued by a Surety Company licensed to conduct business in Georgia.
12. All proposers must be recognized and authorized dealers in the materials or equipment specified and be qualified to advise in their application or use. A proposer at any time requested must satisfy the Procurement Office and City Commission that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
13. Any alterations, erasures, additions or omissions of required information or any changes of specifications, or cost schedule are done at the risk of the proposer.
14. When requested, SAMPLES will be furnished free of expense, properly marked for identification and accompanied by list where there is more than one sample. The City reserves the right to mutilate or destroy any samples submitted whenever it may be in the best interests of the City to do so for the purpose of testing.
15. City will reject any material, supplies or equipment that do not meet the specifications, even though proposal lists the trade name or names of such materials on the bid or price quotation form.
16. The unauthorized use of patent articles is done entirely at the risk of the successful proposer.

17. The ESTIMATED QUANTITY given in the specifications or advertisement is for the purpose of seeking a proposal. The City may purchase more or less than the estimated quantity, and the vendor must not assume that such an estimated quantity is part of the contract.
18. Only the latest model equipment as evidenced by the manufacturer's current published literature will be considered. Obsolete models of equipment 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.
19. The successful proposer on motor vehicle equipment shall be required to furnish with delivery of vehicle, Certificate of Origin and Georgia vendors shall provide Georgia Motor Vehicle form MV1.
20. Proposers are responsible for examining the location of the proposed work or delivery and determining, in their own way, the difficulties which are likely to be encountered in the prosecution of the same.
21. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Procurement Officer and/or the Department to which they are delivered. If defective material, equipment or supplies are discovered, the contractor, upon being instructed by the Procurement Officer, shall remove, or make good such material, equipment or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the City will in no way lessen the responsibility of the contractor or release him from his obligation to perform and deliver to the City sound and satisfactory materials, equipment or supplies. The proposer agrees to pay the cost of all tests on defective material, equipment or supplies or allow the cost to be deducted from any monies due to him by the City or County.
22. Unless otherwise specified by the procurement officer all materials, supplies or equipment quoted herein must be delivered within thirty (30) days from the date of notification or exception noted on bid sheet.
23. A contract **will not** be awarded to any corporation, firm or individual who is, from any cause, in arrears to the City/County or who has failed in any former contract with the City/County to perform work satisfactorily, either as to the character of the work, the fulfillment of the guarantee, or the time consumed in completing the work.
24. Reasonable grounds for supposing that any proposal is interested in more than one proposal for the same item will be considered sufficient cause for the rejection of all proposals in which he is interested.
25. Unless otherwise specified the City reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of the City/County.
26. The City reserves the right to waive any minor discrepancies, reject any or all proposals, and to purchase any part, all or none of the services, materials, supplies or equipment specified.
27. Failure of the proposer to sign the offer or have the signature of any authorized representative or agent on the proposal will be cause for rejection of the proposal. Signature must be written in ink.
28. Any proposer may withdraw his proposal at any time before the time set for opening of proposals. No proposal may be withdrawn without cause in the 60-day period after proposals are opened.
29. It is mutually understood and agreed that if any time the Procurement Officer shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the proposal is willfully violating any of the conditions or covenants of the agreement, or is executing the same in bad faith, the Procurement Officer shall have the power to notify the aforesaid proposer of the nature of the complaint. Notification shall constitute delivery of notice, or letter, to address given in proposal. If after three working days of notification the conditions are not corrected to the satisfaction of the Procurement Officer, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the City out of such monies as may become due to the said proposer, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the proposer, his executors, administrators, successors, or assigns, shall pay the amount of such excess to the City on notice by the Procurement Officer of the excess due.
30. If the proposer proposes to furnish any item of a foreign make or product, he should write "Foreign" together with the name of the originating country opposite such item on proposal.
31. Any complaint from the proposer relating to the Invitation to Proposers or any attached specifications should be made prior to the time of opening of proposals, otherwise such complaint cannot be properly considered.
32. Contracts may be cancelled by the City/County with or without cause with 30-day written notice.

33. All Corporations should provide the corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the bid/proposal.
34. All bidders/proposers should provide their tax identification number with the bid/proposal.
35. The Board of Commissioners passed a local preference ordinance on January 27, 2015. Where applicable, this ordinance will govern. Local preference will not be the basis of award for projects that are federally funded.
36. The proposer shall secure all permits, license certificates, inspections (permanent and temporary) and occupational tax certificate, if applicable, before any work can commence. Proposer as well as any and all known subcontractors must possess or will be required to obtain a City of Albany Occupational Tax Certificate or Registration.
37. Prior to submitting proposal, check website at www.albanyga.gov or call the Procurement Office at 229-431-3211 for any subsequent addendums.

REQUEST FOR PROPOSALS
FINANCIAL ADMINISTRATION AND INVESTMENT SERVICES
DEFINED CONTRIBUTION PLAN
RFP #25-047

1. **GENERAL INFORMATION:** The City of Albany provides a 401(a) Plan for its municipal employees. There is a total of over eleven hundred (1,100) actively deferring participants with total assets of approximately \$30M. The successful proposer will manage the addition of all new hires' retirement plans with the defined contribution plan. The current budgeted full-time headcount exceeds 1,000 employees. The successful proposer should, at a minimum, currently provide administration for at least 1,000 participants in three (3) or more active 401 plans; have at least \$100 million in current 401 assets under administration; have the ability to offer and administer Roth accounts, loans (including direct repayments) and in-service hardship withdrawals; and have no restriction on the size of accounts they will accept for voluntary transfer to a new plan. This is an employee sponsored plan with 100% of the first 6% of employee contribution matched by the employer. A minimum of 3% contribution from the employee will be required. A more detailed scope of work including requested submittal content is provided in this request for proposals.
2. **INDEMNIFICATION:** Consultant 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 consultant or based on alleged negligence of consultant, its officers, agents, or employees and consultant 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.
3. **INSURANCE REQUIREMENT:** Successful vendor 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 vendor, whether arising from the acts or omission, negligence or otherwise of vendor or any of its agents, employees, patrons, or other persons, and growing out of work being done by vendor 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. Vendor shall also carry product

liability insurance for personal injuries and/or death in the amount not less than One Million (\$1,000,000) Dollars for any one person. Vendor shall maintain a combined single liability limit of Five Hundred Thousand (\$500,000) Dollars, covering owned, non-owned, and hired vehicles. Vendor shall furnish evidence to the City of the continuance in force of said policies by providing copies of the policy to the Procurement Agent. A Certificate of insurance is not acceptable. The City's sole judgment shall control as to the sufficiency of the coverage.

Vendor shall furnish to the City satisfactory evidence that it carries Worker's Compensation Insurance in accordance with the laws of the State of Georgia.

4. **CONTRACT RENEWAL:** Contract will be one (1) year with four (4) options to renew for additional one-year terms in accordance with O.C.G.A § 36-60-13 for multi-year purchases. Per O.C.G.A § 36-60-13, the contract terminates at the end of the calendar year in which the agreement is made as well as at the end of the calendar year for which the agreement is renewed. The City of Albany must issue written notification to consultant **thirty (30) calendar days** prior to June 30 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.
5. **Delivery of submittals:** One (1) original and ten (10) copies of all submittals should be delivered to the address below:

CITY OF ALBANY

PROCUREMENT DIVISION
222 PINE AVENUE, SUITE 260

ALBANY, GEORGIA 31701

PHONE: (229) 431-3211

Submittals should be clearly marked on the outside as "RFP No. 25-047, FINANCIAL ADMINISTRATION AND INVESTMENT SERVICES".

Sealed responses may be hand delivered or mailed to the above listed address. Sealed submittals must be delivered in writing. Verbal responses are not acceptable. The City of Albany assumes no responsibility for submittals received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake,

mishandling, or any other reason. If submittals are delivered by other than hand delivery, it is recommended that the respondent verify delivery. Any submittal received after the specified time and date will not be considered and will be returned unopened to the firm.

6. **PROPOSAL RESPONSE:** All vendors/respondents should provide information as detailed in this RFP and any other pertinent information which will assist the Evaluation Committee in selecting the most qualified firm. The response should be structured to answer the questions as presented in this RFP. Restate the question and follow with your response.
7. **REFERENCES:** Provide a list of at least three (3) clients most similar in size to the City's plan, complete with contact name, title, address, telephone number, and email address. The references will be used to evaluate performance on matters such as overall client satisfaction, participant education, management of funds, and responsiveness to issues.
8. **Certificate of Non-Collusion:** An executed copy of this form should accompany your submittal. (See Attached).
9. **Governing Law & Venue:** An executed copy of this form should accompany your submittal. (See Attached).
10. **EVALUATION CRITERIA:**

Qualifications/Experience	25%
Proposed Fee Structure	25%
Past Performance/References	20%
Understanding of Work/Methodology	20%
General Presentation/Quality of Package	10%
11. **SELECTION PROCESS:** A Selection Committee will review all proposals submitted prior to the deadline. Based upon the background information reported in the RFP, the Committee will determine whether the respondent is qualified or unqualified. The City reserves the right to request additional information or clarification from vendors/respondents. Cost will not be the sole determining factor in selecting a firm. The selection committee will rank the qualified firms based on the data submitted. The committee may require each of these firms to make a formal presentation to the selection committee regarding its qualifications to perform the requested services. The top ranked firm(s) will be selected for final negotiations. Upon completion of negotiations and acceptance/approval by the Board of City Commissioners, a formal contract agreement will be executed between the City and the Consultant.

12. Submit all questions via email: jswilliams@albanyga.gov or call (229) 431-2184. Replies of substance will be in writing and made available to all potential vendors/proposers.

**FINANCIAL ADMINISTRATION AND INVESTMENT SERVICES
DEFINED CONTRIBUTION PLAN
RFP #25-047**

SCOPE OF WORK

I. GENERAL INFORMATION

City of Albany is seeking a single/multiple provider to receive all contributions beginning in July 2025.

Vendor(s) will provide at a minimum the following services related to the 401(a) government plan:

- a. Plan Recordkeeping
- b. Dedicated participant service representative
- c. Trustee Services
- d. Communication and education at least two times per year
- e. Field service representatives
- f. Participant communications
- g. Investment education
- h. Investment guidance/asset allocation/managed accounts on-line
- i. Plan-level administration and compliance services
- j. Loan and Hardship Administration

II. COMPANY QUALIFICATIONS AND EXPERIENCE

- a. Provide a brief history of the company including the number of years in business providing 401 deferred compensation plans.
- b. Provide a list all individuals who will be assigned to City of Albany on an ongoing basis, including field representatives. Specify the roles and responsibilities of each person, office location, years of service with your organization, other clients served, and any professional designations and licenses. Indicate if any of the individuals are contractors or agents who are not employees of your organization.
- c. Provide references from three (3) cities/counties for which you administer at least 1,000 401 accounts.
- d. List three defined contribution clients most similar in size to the plan. Please provide contact name, title and phone number. List the three 401 clients that have terminated or elected not to renew your services in the last five years. Please include any situations where you elected not to rebid. Provide contact name, title, and phone number.
- e. For field service representatives, provide the following information:
 1. The number of group meetings and one-on-one consultations that they will conduct per month.
 2. The process followed to notify and coordinate with human resource department about on-site visits.

3. The manner in which field representatives are compensated; including any incentives, commissions or bonuses.
4. How your organization assures that field service representatives provide objective and unbiased product information
5. Whether or not the representatives are authorized to give financial advice, or just provide information.

III. METHODOLOGY / OPERATIONS

a. Client Service and Quality Assurance

1. Describe your procedures for monitoring and reporting:
 - a. Client satisfaction
 - b. Participant satisfaction, including the ability to provide data specific to the City of Albany plan
2. Describe the typical agenda and frequency of a periodic client service review

b. Transition / Conversion

1. Provide an outline of your transition plan for the 401 Plan. Include a timeline that describes necessary actions, responsible parties, and target completion dates.
2. Provide an outline of your plan for communicating the transition to participants.
3. Will you offer a dedicated transition team? (Yes/No) If yes, briefly describe the roles of the members of this team.
4. What is the number of onsite service days your organization will be committed to during the first 12 months of the contract?
5. How will you handle accounts that are already in distribution status making periodic distributions?
6. How will emergency distribution requests be handled during the transition?
7. Will participant assets be out of the market at any time during the transition? (Yes/No) If yes, please explain.

c. Recordkeeping / Administration / Compliance

1. Describe your capabilities and fees for serving as aggregator for plan-level information from prior providers, including consolidated participant statements and monitoring loans, hardship withdrawals, and in-service withdrawals.
2. Describe in detail your capabilities for qualifying and administering domestic relations orders.
3. Describe your capabilities for administering 15-year and age 50 catch-up contributions. What data do you require?
4. Indicate what legal and advisory services you will provide City of Albany in administering the plans in compliance with the appropriate laws and regulations.

5. Describe in detail your loan processing capabilities, including:
 - a. Loan modeling
 - b. Imposing restrictions on the number and amount of loans.
 - c. Ability to handle direct repayments, unscheduled payments, multiple loans, and missed payments.
 - d. Handling of delinquent and/or defaulted loans.
 - e. The City of Albany shall not have responsibility for initial and ongoing loan servicing.
6. Describe in detail your hardship withdrawal administration capabilities, including:
 - a. Ability to review and approve hardship withdrawals
 - b. Imposing restrictions on the number and amount of hardships
 - c. Notification to the payroll/benefit administrator for 6-month suspension of contributions. The City of Albany shall not have responsibility for hardship withdrawal processing.

d. Reporting

1. Describe the administrator reporting package that you would provide, including any web-based reporting.
2. Describe any customized or ad hoc reporting capabilities.
3. Describe your standard participant level statements and documents (provide samples).
4. Are there any other reporting capabilities within your system not covered above?

e. Self Service and Participant Service Center

1. Describe how your call center and website will be customized for the City of Albany.
2. What are the standard hours of operation for your Participant Service Center?
3. Are there any transactions that cannot be processed through self-service that must be performed with the Participant Service Center? Provide your Participant Service Center service standards and actual performance for last three calendar quarters for the following measures:
 - a. Average response time
 - b. Percentage of calls handled without subsequent follow-up
 - c. Call drop rate
 - d. Percentage of calls handled by VRS
4. What are the minimum educational and licensing requirements for Participant Service Center representatives?
5. Do you monitor and/or record calls? How long are recorded calls retained? If a call related issue arises, how do you handle the issue with the participant and with the plan sponsor?

6. Do you offer any special services for processing emergency requests or beneficiary services upon a participant's death?
7. Provide the address for accessing your demo website (participant and administrator) and instruction on using the site.

f. Participant Education

1. Identify the elements of your written and online communication and education program package.
2. What services does your organization provide that would help individual participants with financial planning, including:
 - a. On-site individual counseling sessions
 - b. Call center representatives trained to provide financial planning advice
 - c. Partnerships with outside companies.
3. Provide any additional costs involved with the services listed above.
4. Describe your ability to conduct regular seminars with employees on retirement planning topics.
5. What are typical topics you might cover?

g. Implementation

1. Provide a detailed implementation plan, including the timeline and the City of Albany resources required.
2. Implementation must consider that the plan must be in compliance with IRS regulations no later than July 1, 2025.
3. Specify the types and amounts of written communication, as well as onsite and other types of participant support, you will provide during the implementation period.
4. Is your organization willing to pay surrender charges on fixed accounts with other providers? If so, please explain the reimbursement process and how this will affect your pricing.
5. How will you handle transfers of accounts with existing loans from another provider?

h. Systems Capabilities and Hardware

1. Describe the hardware platform and software system you will use to administer the City of Albany 401 plan.
2. Describe your documented disaster recovery plan. How often is the recovery system tested?
3. Describe your daily maintenance and back-up procedures.
4. How do you ensure secure transmission of data files and reports between your organization and the City of Albany?
5. Describe the reconciliation process you undertake to verify amounts and data integrity.

6. Detail your firm's policies, procedures, data encryption, and technical measures to prevent unauthorized access or alteration, fraud, theft, misuse, or physical damage to hardware, software, communications networks, and data.

i. Investments

1. Provide a proposed line-up of up to 12 funds across a range of investment categories that provide sufficient opportunity for the construction of a diversified portfolio suitable for participants' retirement savings. A series of target date, lifestyle, and similar funds count as one fund for this purpose. Provide the following information, preferably in an excel spreadsheet:
 - a. Name of investment vehicle
 - b. Vehicle type (e.g., mutual fund, fixed annuity)
 - c. Ticker symbol
 - d. Morningstar ratings as of December 31, 2024 Fund expense ratio, including any 12-b1 fees
 - e. Any sales charges or other loads not included in the expense ratio
 - f. Withdrawal provisions applicable to participant accounts, including restrictions on transfers and short-term redemption fees.
2. Describe your process for performing an annual investment review with the City of Albany and what criteria you would use for monitoring funds and replacing funds. What criteria do you use to put a fund on a watch list?
3. Describe any services that would help individual participants with investment guidance (i.e. specific recommendations regarding investment selection). Is there an additional cost for this service beyond your basic recordkeeping fee?
4. Does your organization offer "managed accounts" or personalized portfolio management? Is this service provided through a third party arrangement with leading providers such as Financial Engines, Morningstar, Guided Choice, etc.? What are the fees associated with this arrangement?
5. Explain the methodology used to develop investment allocations. Please provide samples of participant communication materials available to participants.
6. Does your organization offer a self-directed brokerage option? Please describe the offering and fees.

VI. PAST PERFORMANCE/REFERENCES

- a. Detail past performance with programs of entities of similar size to include implementation strategies, innovative program approaches and customer satisfaction.
- b. Provide references of past performance for programs with entities of similar size. Please include entity name and location, primary contact person to include position, phone number and email.

VII. PROPOSED FEE STRUCTURE

- a. Provide information on your proposed fee structure based on the scope indicated in the RFP, including anticipated reimbursable costs.
- b. Submit a schedule of hourly rates by employee classification, including terms and rates of overtime for additional work if requested.

VIII. GENERAL PRESENTATION/QUALITY OF PACKAGE

- a. Proposals will be evaluated and scored accordingly for neatness, organization, submission of required materials and submission of the requested number of proposal copies. All documents requiring signatures should be included with the proposal. The City reserves the right to request additional information or clarification from vendor/respondents.

COMPLETE AND SUBMIT*

CERTIFICATION OF NON-COLLUSION

The respondent being sworn, disposes and says, _____

The Vendor 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 submittal.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

GOVERNING LAW AND VENUE

Consultant 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.

Consultant 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: _____

IDEMNITY AGREEMENT

This indemnity agreement made and entered into in favor of CITY OF ALBANY ("ALBANY"), a municipal corporation, by _____.

WHEREAS, _____ has submitted a proposal to ALBANY so as to provide _____.

NOW, THEREFORE, as an additional consideration in ALBANY awarding the contract 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****

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****

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

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

CONTRACTOR AFFIDAVIT

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

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

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

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

Date of

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 (Authorized Officer or 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