



April 02, 2025

TO: All Potential Bidders

SUBJECT: EV Charging Area Shelter

Bid Ref. #25-060

Bid Opening Date & Time: April 18, 2025

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:

Question 1: Does everything with electric have to be explosion-proof? ***Answer: Yes.***

Question 2: Do you want the red iron painted? ***Answer: Shop primer is good.***

Question 3: Are vendors just responsible for electrical? ***Answer: Yes because the charging station is already there.***

Question 4: Will there be a need to cut concrete? ***Answer: There shouldn't be but will look into once the project starts.***

Question 5: Do you want the gutter and downspouts on the back side? ***Answer: The gutters/down spouts will not be required. The three (3) feet overhang of the roof line will place the eve drip over the grass area of the detention pond in the rear as it is, so water runoff should not impact/land on the concrete parking area anyway.***

End of Addendum 2

Takeshia Martin

Takeshia Martin, Buyer

Cc: David Hamilton, Transit
Leslie Bryant, Transit
Tripp Swilley, Facilities Management
Don Gray, Facilities Management



March 27, 2025

TO: All Potential Bidders

SUBJECT: EV Charging Area Shelter

Bid Ref. #25-060

Bid Opening Date & Time: April 18, 2025

ADDENDUM NO. #1

The items contained in this addendum are added to and/or deleted from and become part of the specifications and proposal documents for the above-referenced Invitation to Bid. Bidders **must acknowledge receipt** of the Addendum on the Bid Form, located in the invitation to bid, when the bids are submitted.

ADD/DELETE:

DELETE: The deadline for questions is March 10, 2025, at 2:30 p.m.

ADD: The deadline for questions is April 10, 2025, at 2:30 p.m.

QUESTIONS:

Question 1: Would you consider a shade structure with a fabric top instead of metal? ***Answer: No. The lifespan of the metal roof is significantly more than that of fabric plus the issue of heavy rains would be a concern.***

End of Addendum 1

Takeshia Martin

Takeshia Martin, Buyer

Cc: David Hamilton, Transit
Leslie Bryant, Transit
Tripp Swilley, Facilities Management
Don Gray, Facilities Management



**March 20, 2025
INVITATION TO BID
CITY OF ALBANY
EV Charging Area Shelter
Bid Reference No. 25-060**

Sealed Bids will be received by the City of Albany, Procurement Division, Suite 260, 222 Pine Avenue, Albany, Georgia, until **April 18, 2025, at 2:30 p.m.** to **design and erect an open steel EV shelter at 712 Flint Avenue, Albany, GA 31701** in accordance with, specifications and other contract documents. Bids will be opened and publicly read aloud at the above stated time and place. The following drop box links contain specs and drawings for the project:

<https://www.dropbox.com/scl/fo/6z6u4ifi9t4eewez6tatK/AKtec5y9O1b0xAE5r0v1rEw?rlkey=cmqxqvl57es1og4zrdmrzktze&st=b4qz9ffl&dl=0>

A **Pre-Bid conference** will be held on **March 28, 2025 at 10:00 a.m.** at the Procurement Division Office, 222 Pine Avenue, Suite 260, Albany, Georgia 31701. All interested vendors are strongly encouraged to attend. Immediately, following the Pre-bid meeting, a site tour will be given.

The City of Albany strongly encourages Small Business firms to participate in this bid. This project will be bid on a unit price basis for all specified work and will be awarded to the responsive and responsible bidder submitting the lowest total cost.

A **5% Bid Bond is required of all bidders.** Bid bond must be present for bid to be read or considered. A Contract Performance Bond, and Labor and Material Payment Bond each in an amount equal to 100% of the contract amount will be required of the successful bidder.

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

For additional information, contact **Takeshia Martin, Buyer**, at **(229) 431-3211**. Submit all questions via email to tmartin@albanyga.gov cc: JsWilliams@albanyga.gov and Kross@albanyga.gov. The deadline for questions is **March 10, 2025, at 2:30 p.m.**

City of Albany,


Joshua Williams, CPPB
Procurement Manager

FINANCE

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

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

1. The following criteria are used in determining low responsible bidder.
 - a. The ability, capacity and skill of bidder to perform required service.
 - b. Whether bidder can perform service promptly or within specified time.
 - c. The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - d. The performance of previous contracts.
 - e. The suitability of equipment or material for City use.
 - f. The ability of bidder to provide future maintenance and parts service.
2. Payment terms are Net 30 unless otherwise specified. Favorable term discounts may be offered and will be considered in determining low bids if they are deemed advantageous to The City.
3. Unless otherwise specified all materials, supplies or equipment quoted herein must be delivered within thirty (30) days from date of notification of award or by exception noted on bid sheet.
4. Prospective bidders are responsible for examining the location of the proposed work or delivery and determining, in their own way, the difficulties, which are likely to be encountered in the execution of same.
5. The ESTIMATED QUANTITY given in the specifications or advertisement is for the purpose of bidding only. The City may purchase more or less than the estimated quantity, and the bidder must not assume that such estimated quantity is part of the contract.
6. All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
7. All requested information should be included in the sealed bid envelope. All documents and information must be signed and included for your bid to receive full consideration. **Failure to submit any required information or document will be cause for bid to be rejected as non-responsive.**
8. Failure of the bidder to sign the bid document or have the signature of any authorized representative or agent on the bid **in the space provided will be cause for rejection of the bid.** Signature(s) must be written in ink.
9. Failure to enclose bid bond, where required, **will result in rejection of the bid.** Bond may be in the form of cash, certified check, cashier's check or Surety Bond issued by a Surety Company licensed to conduct business in Georgia.
10. **All bidders should provide their tax identification number with the bid.**
11. All bidding Corporations should provide the corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the bid.
12. Quote all prices F.O.B. Albany or our warehouse or as specified in bid documents.
13. If the bidder proposes to furnish any item of a foreign make or product, he/she should write "Foreign" together with the name of the originating country opposite such item on the bid.
14. When requested, SAMPLES will be furnished free of expense, properly marked for identification and accompanied by list where there is more than one sample. The City reserves the right to mutilate or destroy any samples submitted whenever it may be in the best interests of The City to do so for the purpose of testing.
15. The City will reject any material, supplies or equipment that do not meet the specifications, even though bidder lists the trade name or names of such materials on the bid or price quotation form.
16. Any alterations, erasures, additions or omissions of required information or any changes of specifications, or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, such as a variation that affects the price, quality or delivery date (when delivery is required by a specific time).
17. Each bid or proposal will be submitted in a **SEALED ENVELOPE**. Additionally, that envelope shall be clearly marked on the outside as a **Sealed Bid** with the **Bid Number** clearly printed.
18. Bids **must** be received and stamped by the Procurement Office before the date and time stipulated in bid documents. The City of Albany assumes no responsibility for submittals received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason. No responsibility will attach to any City representative or employee for premature opening of bids not properly addressed or identified.
19. If only one bid is received, the bid may be rejected and/or re-advertised, except in the case of only one known source of supply.
20. Bids received late will not be accepted, and The City will not be responsible for late mail delivery.
21. Should a bid be misplaced by The City and found later it will be considered.
22. The unauthorized use of patented articles is done entirely at the risk of the bidder.
23. All bidders must be recognized and authorized dealers in the materials or equipment specified and be qualified to instruct in their application or use. A bidder at any time requested must satisfy the Procurement Office and City Commission that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.

24. Only the latest model equipment as evidenced by the manufacturer's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. Equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specifications, all equipment catalogued by the manufacturer as standard or required by the State of Georgia shall be furnished with the equipment. Where required by the State of Georgia Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Georgia Department of Revenue.
25. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Procurement Officer and/or the Department to which they are delivered. If defective material, equipment or supplies are discovered, the contractor, upon being instructed by the Procurement Officer, shall remove, or make good such material, equipment or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by The City will in no way lessen the responsibility of the contractor or release him from his obligation to perform and deliver to The City sound and satisfactory materials, equipment or supplies. The contractor agrees to pay the cost of all tests on defective material, equipment or supplies or allow the cost to be deducted from any monies due him by The City.
26. For multi-year contracts the following clauses pursuant to OCGA 36-60-13 apply: (1) The contract shall terminate absolutely and without further obligation on the part of The City or County at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed; (2) The contract may provide for automatic renewal unless positive action is taken by The City or County to terminate such contract, and the nature of such action shall be determined by The City or County and specified in the contract; (3) The contract shall state the total obligation of The City or County for the calendar year of execution and shall further state the total obligation which will be incurred in each calendar year renewal term, if renewed; and (4) The contract shall provide that title to any supplies, materials, equipment, or other personal property shall remain in the vendor until fully paid for by The City.
27. Unless otherwise specified The City reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of The City.
28. The successful bidder shall secure all permits, license certificates, inspections (permanent and temporary) and occupational tax certificate, if applicable, before any work can commence. Contractor as well as any and all known subcontractors must possess or will be required to obtain a City of Albany Occupational Tax Certificate or Registration.
29. The successful bidder on motor vehicle equipment shall be required to furnish with delivery of vehicle, Certificate of Origin and Georgia vendors shall provide Georgia Motor Vehicle form MV1.
30. The City reserves the right to reject any and all bids, to waive any informalities in the bid process, and to award the contract as may be in the best interest of the City and/or re-advertise for bids.
31. Local bidder (domiciled in Albany City Limits) will receive bid in the event of tie bids. In the case of tie bids between out of town companies or between local concerns, evaluated as equal, bid will be recommended or awarded by chance coin toss, or drawing straws. **The Board of Commissioners passed a local preference ordinance on January 27, 2015. Where applicable, this ordinance will govern. Local preference will not be a basis for award on bids that are federally funded.**
32. No bidder writing restrictive specifications for The City will be allowed to bid on the project.
33. Reasonable grounds for supposing that any bidder is interested in more than one bid for the same item will be considered sufficient cause for rejection of all bids in which he/she is interested.
34. A contract **will not** be awarded to any corporation, firm or individual who is, from any cause, in arrears to The City/County or who has failed in any former contract with The City to perform work satisfactorily, either as to the character of the work, the fulfillment of the guarantee, or the time consumed in completing the work.
35. It is mutually understood and agreed that if any time the Procurement Officer shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or is executing the same in bad faith, the Procurement Officer shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter, to address given in bid/proposal. If after three working days of notification the conditions are not corrected to the satisfaction of the Procurement Officer, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by The City out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amount of such excess to The City on notice by the Procurement Officer of the excess due.
36. Contracts may be cancelled by The City with or without cause with 30-day written notice.
37. Any complaint from bidders relative to the Invitation to Bid or any attached specifications should be made prior to the time of opening of bids, otherwise such complaint cannot be properly considered.
38. Any bidder may withdraw his bid at any time before the time set for opening of bids. No bid may be withdrawn without cause in the 60-day period after bids are opened.
39. All questions, inquiries and requests for clarification shall be directed to Procurement.
40. **Prior to submission, all bidders are encouraged to check the website at www.albanyga.gov or call the Procurement Office at 229-431-3211 for any addendums.**

PROCUREMENT FORM - Revised 11/18/2021

SPECIAL INSTRUCTIONS TO BIDDER
CITY OF ALBANY
EV Charging Area Shelter
Bid Reference No. 25-060

1. **General:** Vendor will supply all materials, labor, and transportation to build on our site a complete shelter to the specifications provided in the scope of work contained in these documents.
2. All bids shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained herein.
3. **The contract time is 120 days.** The contract shall be written for all work required, expressed, or implied, that is necessary to perform the work described in the bid documents, special instructions, specifications, and all other contract documents. No money shall be paid for any extra work or modifications to the specifications unless such work or modification is expressly approved in writing by the owner's designated representative prior to execution.
4. Contractor's bid shall include all necessary labor, materials, tools, equipment, and all other items necessary to complete the contract requirements in accordance with bid documents, special instructions, specifications, and all other provisions included in this bid document. It is the bidder's responsibility to visit the jobsite and become familiar with the local conditions.
5. **Bid Form:** Bids must be submitted on the form provided in this bid document. Ensure the bid form is completed in its entirety. Bid is in the form of lump sum for all work specified in this bid document. Bid will be awarded to the responsive and responsible bidder(s) submitting the lowest bid, in the measure that best benefits the City of Albany.
6. No bid may be withdrawn for a period of **sixty (60)** days from the bid opening date.
7. **General Insurance Requirements:** Contractor 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 Five Hundred Thousand (\$500,000) Dollars covering owned, non-owned, leased, and hired vehicles and name the City of Albany as an additional insured. 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 of the continuance in force of said policies by providing copies of timely declaration page(s) to the Procurement Agent. Acceptable proofs of insurance: (i) a Certificate of Insurance with Additional Insured Endorsements

(a Certificate of Insurance by itself is not acceptable) or (ii) Declaration Pages of the insurance policies which show the City of Albany as additional insured. The Certificate of Insurance must provide the project name and our project number on all certificates; where the Project requires Contractor's Pollution Legal Liability coverage or Contractor's Professional E & O coverage, per project coverage would be allowed. 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.

8. **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.
9. **Superintendent:** The contractor shall have a superintendent or representative on the site at all times while work is being performed. He will represent the contractor and all communications given to him shall be binding as if given to the contractor.
10. **Permits and Fees:** Within five (5) days following the issuance of the Notice to Proceed the contractor shall apply for all permits. Failure to do so may result in award of this contract to the next lowest bidder and the original contractor may be billed for the difference in price. The contractor shall secure all permits, license certificates, inspections (permanent and temporary) and Occupational Tax Certificate before any work can commence. This documentation should be on file in the Procurement Office prior to start of any work associated with this contract. **The contractor is required within five (5) days of completion of specified work to contact the Project Manager Tripp Swilley, phone: 229-809-6073.** Successful bidder 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 prior to award of contract.
11. **Preservation of Property:** The contractor shall carry out their 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 their 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 Building Inspector may within forty-eight (48) hour 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.

12. **Public Convenience and Safety:** Fire hydrants on or adjacent to the street shall be kept accessible to the fire apparatus at all times and no material or obstructions shall be placed within ten (10) feet of any hydrant. Adjacent premises must be given access at all times and gutters shall not be obstructed. Materials shall not be stored along the streets. Traffic on streets shall be maintained at all times. Dust and debris shall not create a hazard or a nuisance.
13. **Barricades and Warnings:** The contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient number of watchmen to direct traffic, and take all necessary precautions for the protection of the work and safety of the public. Barricades and obstructions shall be illuminated at night and lights shall be kept burning from sunset to sunrise.
14. **Removal of Trash and Rubbish:** The contractor shall be responsible for the removal and legal disposal of all waste, trash, and rubbish resulting from the work under this contract. Work site shall be kept clean and orderly during construction; trash shall be removed from the site or adequately containerized daily.
15. The Owner of this project is the City of Albany. The Owner reserves the right to reject any and all bids and to waive any informalities in the bid process and to award the contract as may be in the best interest of the Owner or re-advertise for bids.
16. **Compliance:** The contractor is responsible for knowledge of and compliance with all laws, codes, ordinances, and regulations that are applicable to this type of work.
17. **Certificate of Non-Collusion:** An executed copy of this form must be submitted. (See Attached).
18. **Governing Law and Venue:** An executed copy of this form must be submitted. (See Attached).
19. **Drug Free Workplace:** An executed copy of this form must be submitted. (See Attached).
20. **Debarred Bidders Integrity Form:** An executed copy of this form must be submitted. (See Attached).
21. **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, and 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.
22. **Termination for Cause:** In the event that the contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material. The City may, in its discretion, provide the contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, the contractor shall have fourteen (14)

calendar days to cure the default from the date such notice is mailed to the contractor, unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the contractor to cure the default the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminates the contract, the contractor shall remain liable for performance of all terms, conditions, and 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.

23. **Certification of Bidder's Experience and Qualifications:** The undersigned bidder certifies that they are, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Georgia to do the type of work required under terms of the contract documents. Bidder further certifies that they are skilled and regularly engaged in the general class and type of work called for in the contract documents. The bidder represents that they are competent, knowledgeable and have special skills on the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities, which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that they have the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards. **Suitable evidence of the successful bidder's experience, to include references, must be submitted with bid.**
24. **Warranty:** Contractor shall guarantee all specified work performed for a period of thirty (30) days from the date of written acceptance of the work by the Owner's designated representative that all materials, labor, and workmanship provided under this contract are free from defects of any kind. At no expense to the City of Albany, the contractor shall make repairs to any defects found and reported during the warranty period. Final inspection, final acceptance, and final payment shall not be construed as a waiver of this warranty. The following are excluded from this warranty:
- a. Defects or failures resulting from abuse by the owner.
 - b. Damage caused by fire, tornadoes, hail, hurricane, Acts of God, wars, riots, civil commotion, or vandalism.
25. **Corporations:** 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 bid.
26. **Pre-Construction Conference:** Successful bidder will be required to attend a Pre- Construction Conference with the owner's representative prior to commencement of work under resulting contract.
27. **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.**

28. **Local Preference:** City of Albany ordinance #13-115 provides for a five percent (5%) Local Preference. No preference will be available where the supplier/vendor fails to make such a written request. Per City of Albany ordinance #13-115, a local vendor/supplier is defined as one that:
- a. Maintains and has maintained an office and place of business physically located (post office boxes will not be used for the purpose of establishing physical address) within Dougherty County with at least two (2) full time employees working at or out of said office and business location for a period of at least ninety (90) days prior to bid opening/proposal closing; and
 - b. Holds a current City of Albany or Dougherty County Occupational Tax Certificate; and
 - c. Said Vendor/Supplier's ad valorem taxes on real and personal property in Albany/Dougherty County are not delinquent.
29. **Bid Submittals (All items listed below must be submitted with bid)**
- a. Bid Form
 - b. Addendum Acknowledgement Form
 - c. DBE Subcontractor List
 - d. 5% Bid Bond
32. **The following items should be submitted with bid:**
- a. E-verify Form- Affidavit to Comply with OCGA § 13-10-91
 - b. Certificate of Insurance (Specimen Copy)
 - c. Governing Law & Venue Form
 - d. Certificate of Non-Collusion Form
 - e. Debarred Bidders
 - f. Advertising Form
 - g. Drug Free Workplace
 - h. Indemnity Form
 - i. Corporate Seal
 - j. Secretary of State's Certificate of Incorporation
 - k. Listing of the Principals of Corporation
 - l. A Contract Performance Bond, and Labor and Material Payment (successful bidder)

For additional information, contact Takeshia Martin, Buyer, at (229) 431-3211. Submit all questions via email to: tmartin@albanyga.gov and cc: jswilliams@albanyga.gov and kross@albanyga.gov.

**SCOPE OF WORK
CITY OF ALBANY
EV Charging Area Shelter
Bid Reference No. 25-060**

Design and erect an open steel shelter to cover the EV charging area located at 712 Flint Avenue. The structure shall be 25' wide x 54' long x 16' eave height on high side (14' eave height on low side) two bay shelter with 1:12 roof pitch. The roof shall be 26-gauge PBR galvalume roof panels with three-foot (3') extensions on all four (4) sides.

The project is to include but not limited to:

- Stamped Structural drawings
- Foundation Design
- Permit
- Supply all materials and labor
- Installation of concrete footings and piers
- Erect Steel Shelter
- Electrical to include eight (8) R Series explosion proof linear LED fixtures or equivalent/provide an install three (3) weather rated 120-volt 20amp receptacles on each support beam on the 16' eave high side of the shelter
- Lighting shall be controlled by a Dusk to Dawn Light Sensor
- Obtaining final inspection with Permitting (Planning & Development)
- Clean jobsite and remove any debris

SPECS AND IMAGES ARE CONTAINED WITHIN THE FOLLOWING DROPBOX LINK:

(TO OPEN LINK: Copy/paste into browser or select, then control+mouse click)

<https://www.dropbox.com/scl/fo/6z6u4ifi9t4eewez6tatK/AKtec5y9O1b0xAE5r0v1rEw?rlkey=cmqxqvl57es1og4zrdmrzktze&st=b4qz9ffl&dl=0>

*** COMPLETE AND SUBMIT ***

**BID FORM
CITY OF ALBANY
EV Charging Area Shelter
Bid Reference No. 25-060**

Bid of: _____ Date: _____
(Company Name)

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:

Total Lump Sum Bid:

(figures) \$ _____ (written) \$ _____

Bid shall be made on a Lump Sum basis for all specified work. Work shall begin within ten (10) calendar days after issuance of 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 ****

**CITY OF ALBANY
EV Charging Area Shelter
Bid Reference No. 25-060**

ADDENDUM ACKNOWLEDGMENT FORM

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

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

Addendum No. 1 ☐ Addendum No. 3 ☐

Addendum No. 2 ☐ Addendum No. 4 ☐

☐ No Addenda received for Bid Reference **#25-060.**

I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any Dougherty County personnel is not binding. Only information issued in writing and added to the specifications by an official addendum is binding.

Print Name and Title of Authorized Signer

Authorized Signature

Date

****COMPLETE AND SUBMIT ****

Bid Reference No. 25-060

SCHEDULE OF DBE PARTICIPATION

Name of Proposer: _____

NAME OF DBE SUBCONTRACTOR	ADDRESS (COUNTY, STATE)	TYPE OF WORK SUBCONTRACTED	DBE	SUBCONTRACT VALUE	DBE PARTICIPATION VALUE
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

DBE PARTICIPATION TOTAL VALUE \$ _____

The attainment of DBE participation goals for this contract will be measured as a percentage of the total dollar value of the contract.

The undersigned will enter into a formal agreement with the MBE/WBE subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with:

Sworn to and subscribe before me, this ____ day of _____, 20____.

_____ (SEAL) Name (Typed) _____

NOTARY PUBLIC

****COMPLETE AND SUBMIT****

CERTIFICATION OF NON-COLLUSION

The bidder being sworn, disposes and says,

The Contractor submitting this certification and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME:

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

GOVERNING LAW AND VENUE

Contractor agrees that as to any actions or proceedings arising out of or related to this agreement, any such proceedings shall be governed and determined by Georgia Law.

Contractor further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in Dougherty County, Georgia.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME:

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

Drug Free Workplace Certification

DRUG FREE WORKPLACE REQUIREMENTS: The Contractor will provide the following certification that a Drug Free Workplace will be provided on the Project.

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating the "Drug Free Workplace Act", have been complied with in full. The undersigned further certifies that:

1. A drug free workplace will be provided for the Contractor's employees during the performance of the Contract; and
2. Each Contractor who hires a Subcontractor to work in a drug free workplace shall secure from that Subcontractor the following written certification:

DATE: _____

COMPANY NAME:

AUTHORIZED REPRESENTATIVE NAME:

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

DEBARRED BIDDERS/INTEGRITY CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
(49 CFR, Part 29):

The Contractor must certify that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Contractor certifies that he or she shall obtain an identical certification from all its sub-contractors. The Contractor also agrees that when a sub-contractor is unable to certify to any of the statements in this certification, the prospective participant shall submit an explanation to the Contractor.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME:

TITLE: _____

SIGNATURE: _____

**** COMPLETE AND SUBMIT****

Advertisement Form

For All Firms Participating in the bid please answer questions below:

Please let us know how you heard about the BID/RFP advertisement by selecting one of the following.

- | | |
|---|----------------|
| 1. Internet/Social Media to include Facebook, 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 _____, 2025.

[CORPORATE NAME]

By: _____

Title _____

Attest: _____

[Affix Corporate Seal]

Title _____

****COMPLETE AND SUBMIT****

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Address:	
Solicitation/Contract NO.	25-060
Solicitation /Contract Name:	EV Charging Area Shelter

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.

Date of Authorization (EEV/E-Verify Company Identification Number)

Name of Contractor

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

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



**CONTRACT
Bid #25-060
EV Charging Area Shelter**

For _____ ***(project name)***

THIS AGREEMENT, made as of the _____ ***(date job was accepted)*** by and between
The City of Albany, Ga., (Party of First Part, hereinafter called the Owner) and
_____, ***(company name)*** (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 , 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 _____ ***(total
amount)*** stipulated in the Bid for _____ ***(project name)***
for the **City of Albany, Georgia** as full compensation for _____ ***(project name and
address)*** furnished and done by the Contractor under this Contract. Payment shall be paid
in thirty (30) day increments.

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 third party 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 sole negligence or willful injury of the City.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in quadruplicate this day of _____, 2025.

CITY OF ALBANY, GA.
(Owner)

BY: _____
AUTHORIZED SIGNATURE

(Title)

(Contractor)

(SEAL)

By: _____
(Contractor)

SIGN HERE