October 28, 2026

REQUEST FOR PROPOSALS
HYDRAULIC MODELING AND SYSTEM ANALYSIS PROGRAM
Reference No. 27-035

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 November 23, 2026,** from qualified firms for a contract develop and implement a comprehensive hydraulic modeling and system analysis program for the City's water distribution system.

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

https://us06web.zoom.us/j/84284545123?pwd=2cL38S8qvBiyzGRaVEuHAxaX4alJ3B.1

Meeting ID: 842 8454 5123 Passcode: 568063

The City of Albany strongly encourages Small Business firms to participate in this RFP. All corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation and listing of the principles of the corporation with their response.

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.

For additional information, contact Destiny Solomon, Buyer I at (229) 302-1458. Submit all questions via email at dsolomon@albanyga.gov, cc; jswilliams@albanyga.gov and kross@albanyga.gov. The deadline for questions is **5:00 pm on November 13, 2026**. Questions received after this deadline may not be answered. Replies of substance will be in the form of written addenda and made available to all potential respondents.

City of Albany,

Joshua Williams, CPPB
Procurement Manager

CITY OF ALBANY
PROCUREMENT DIVISION
FINANCE DEPARTMENT
INSTRUCTION TO PROPOSERS

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

1. The following criteria are used in determining low responsible proposer.
   (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 proposer.
   (d) The performance of previous contracts.
   (e) The suitability of equipment or material for 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 low proposers if they are deemed advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
4. All requested information should be included in bid envelope. All desired information must be **signed** and included for your proposal to receive full consideration. **Failure to submit any required form will be cause for bid to be rejected as non-responsive.**
5. All questions, inquiries and requests for clarification shall be directed to Procurement.
6. 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 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 County to terminate such contract, and the nature of such action shall be determined by the County and specified in the contract; (3) The contract shall state the total obligation of the 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 County.
7. Quote all prices F.O.B. Albany, Georgia or our warehouse or as specified in proposal documents.
8. Each bid or proposal shall be clearly marked on the outside of the envelope as a Sealed Bid whether using a County furnished envelope or other envelopes.
9. Bid/Proposal must be received and stamped by the Procurement Office before time stipulated in bid/proposal documents. No responsibility will attach to any County representative or employee for premature opening of bid not properly addressed or identified.
10. If only one proposal is received, the proposal may be rejected and/or re-advertised, except in the case of only one known source of supply.
11. Proposals received late will not be accepted, and the County will not be responsible for late mail delivery.
12. Should a proposal be misplaced by the County and found later it will be considered.
13. Proposals requiring bid bonds **will not** be read or considered if bond is not enclosed. 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.
14. All proposals 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 County 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.
15. Any alterations, erasures, additions or omissions of required information or any changes of specifications, or proposing schedule are done at the risk of the proposer. Any proposal 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).
16. 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 County reserves the right to mutilate or destroy any samples submitted whenever it may be in the best interests of the County to do so for the purpose of testing.
17. County 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 proposal or price quotation form.
18. The unauthorized use of patented articles is done entirely at the risk of the successful proposer.
19. The ESTIMATED QUANTITY given in the specifications or advertisement is for the purpose of proposing only. The County may purchase more or less than the estimated quantity, and the vendor must not assume that such estimated quantity is part of the contract.
20. 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.

21. 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.
22. Prospective 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.
23. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Procurement Office 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 Office, 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 County will in no way lessen the responsibility of the contractor or release him from his obligation to perform and deliver to the County 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 County.
24. Unless otherwise specified by the procurement office all materials, supplies or equipment quoted herein must be delivered within thirty (30) days from date of notification or exception noted on bid sheet.
25. A contract **will not** be awarded to any corporation, firm or individual who is, from any cause, in arrears to the County or who has failed in any former contract with the 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.
26. Reasonable grounds for supposing that any proposer is interested in more than one proposal/bid for the same item will be considered sufficient cause for rejection of all bids/proposals in which he is interested.
27. Unless otherwise specified the County reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of the County.
28. The County reserves the right to waive any minor discrepancies, reject any or all bids or proposals, and to purchase any part, all or none of the services, materials, supplies or equipment specified.
29. Failure of the proposer to sign the proposal or have the signature of any authorized representative or agent on the bid/proposal **IN THE SPACE PROVIDED will** be cause for rejection of the proposal. Signature must be written in ink.
30. Any proposer may withdraw his proposal at any time before the time set for closing of proposals. No proposal may be withdrawn without cause in the 60-day period after proposals are opened.
31. It is mutually understood and agreed that if any time the Procurement Office 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 Office 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 Office, 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 County 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 County on notice by the Procurement Office of the excess due.
32. 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 bid/proposal.
33. Any complaint from proposers relative to the Request For Proposals or any attached specifications should be made prior to the time of opening of proposals, otherwise such complaint cannot be properly considered.
34. No vendor writing restrictive specifications for the County will be allowed to propose on the project.
35. Contracts may be cancelled by the County with or without cause with 30-day written notice.
36. Dougherty County has an equal opportunity purchasing policy. The County seeks to ensure that all segments of the business community have access to supplying the goods and services needed by the County programs. The County affirmatively works to encourage utilization of minority business enterprises in our procurement activities. The County provides equal opportunities for all businesses and does not discriminate against any vendors regardless of race, color, religion, age, sex, national origin, or handicap.
37. **All Corporations must provide the corporate seal and a copy of the Secretary of State's Certificate of Incorporation upon request.**
38. The contractor 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.
39. **Prior to submitting proposal, check website at www.albanyga.gov or call the Procurement Office at 229-431-3211 for any subsequent addendums.**

HYDRAULIC MODELING AND SYSTEM ANALYSIS PROGRAM
GENERAL INFORMATION
RFP **#27-035**

1. Submit one (1) original and six (6) copies of your proposal on company letterhead and have an authorized official sign documents. Submittals should be clearly marked on the outside as "RFP #27-035, HYDRAULIC MODELING AND SYSTEM ANALYSIS PROGRAM". Proposals should be submitted to:

CITY OF ALBANY
PROCUREMENT DIVISION
222 PINE AVENUE, SUITE 260
ALBANY, GEORGIA 31701

2. Proposals must be received no later than 5:00 P.M. November 23, 2026, at the City of Albany Procurement Office, 222 Pine Avenue, Suite 260, Albany, Ga. 31701. 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.

3. The contact person for this RFP is Destiny Solomon, Buyer I, at (229) 302-1458. Explanation(s) desired by proposer(s) regarding the meaning or interpretation of this RFP must be requested from the Procurement office, in writing, as is further described below.

   Proposers are advised that from the date of release of this RFP until award of the contract, **NO contact with the City of Albany personnel related to this RFP is permitted, except as authorized by the Procurement office.** Any such unauthorized contact may result in the disqualification of the proposer's submittal.

4. Requests for additional information or clarifications must be made in writing no later than the date specified in the RFP. The request must contain the proposer's name, address, phone number, and facsimile number. Facsimile will be accepted at (229) 431-2184 or E-mail to dsolomon@albanyga.gov; cc: kross@albanyga.gov.

   The Procurement Office will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

   It is the proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Proposers should acknowledge the number of addenda received as part of their proposals or sign a copy of the addenda and include it with the proposal submission.

5. Proposals received after the Proposal Due Date and time are late and will not be considered. The proposer may withdraw his/her submitted proposal by providing a written request to the Procurement Division before the stipulated closing date and time. Withdrawal of your proposal will

not cause prejudice or interfere with the right of the proposer to submit a new proposal, provided the latter is received by the predetermined date and time provided herein. No proposal may be withdrawn for a period of sixty (60) days following the stipulated closing date.

6. The City of Albany may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

7. All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection there with shall be borne by the proposer(s). No payment will be made for any responses received, or for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the City of Albany Board of Commissioners.

8. Proposers may be required to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.

9. Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a proposer take exception where none is permitted, the proposal may be rejected as non-responsive. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

   Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Proposer furnish the services or goods described herein or negotiate an acceptable alternative.

   No proposal shall be accepted from, nor will any contract be awarded to, any proposer who is in arrears to the City of Albany upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the City, or who is otherwise determined to be irresponsible or unreliable by the City of Albany.

10. The City of Albany may award a contract on the basis of information received without the RFP moving through all three phases described in the Selection Process section of the RFP. Therefore, each proposal phase should contain a proposer's best presentation of its position to serve.

    Selection Process Clause: A Proposal Analysis Group (PAG) will review all proposals submitted. Based upon the background information reported in the RFP, the PAG will determine whether the respondent is qualified or unqualified. Cost will not be the sole determining factor in selecting a firm. The Proposal Analysis Group will rank the qualified firms based on the data submitted. The PAG may require each firm to make a formal presentation regarding its qualifications to perform the requested services. The top ranked firms will be selected for final negotiations.

11. The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered. No reimbursement will be made by the City of Albany for any costs incurred prior to a formal Notice To Proceed should an award of contract result from this solicitation.

13. INDEMNIFICATION: Proposer assumes and agrees to be responsible for all claims for damages for injuries to persons or property arising out of the performance of its contract, whether due to its

own default or negligence of its sub-contractors. The proposer agrees to indemnify the City of Albany on account of such claims and further agrees that it will indemnify the City fully against any damages, fines, penalties or forfeitures of any kind which may be imposed upon or levied against the City as the result of the proposer's violation or failure to comply with any valid law, ordinance or regulation of the United States, State of Georgia, or the City of Albany, including the Federal Occupational Safety and Health Act of 1970 as amended from time to time or any federal regulation adopted pursuant thereto.

The proposer shall not be liable for any losses, damages, or expenses caused by negligent, willful or wanton acts, errors or omissions of the City, its officers, employees, agents or representatives.

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To further assure the performance of the covenant, the proposer shall procure and maintain in force, at its expense, liability insurance including Automobile, General and Errors and Omissions of at least $1,000,000 per occurrence and an annual aggregate, where it applies, of at least $2,000,000. The proposer must also certify for Workers Compensation statutory coverage and Employers Liability of at least $1,000,000.

14. TERMINATION OF CONTRACT FOR CONVENIENCE: The City of Albany shall have the right to terminate any contract to be made hereunder for their convenience by giving the proposer **sixty (60) calendar days** written notice of their election to do so and by specifying the effective date of such termination. The proposer shall be paid for its services through the effective date of such termination.

15. TERMINATION OF CONTRACT FOR CAUSE: Provided a contract is awarded, if a proposer shall fail to fulfill any of its obligations hereunder, The City of Albany may terminate the agreement with said proposer for such default by giving written notice to the proposer at issue. If this agreement is so terminated, the proposer shall be paid only for work satisfactorily completed. Any termination that could occur would not happen without an opportunity to cure per the conditions outlined in the Contract between the successful proposer and the City.

16. Upon receipt of the proposals by the City of Albany, the proposal shall become property of the City without compensation to the proposers, for disposition or usage at discretion of the City of Albany.

17. **Georgia Security and Immigration Compliance Act:** The successful consultant will provide certification that they are in compliance with the Georgia Security and Immigration Compliance Act, certifying that the provisions of O.C.G.A § 36-60-13, Chapter 300-10-1, per the Georgia Department of Labor, if applicable, have been complied with in full. Pursuant to O.C.G.A § 36-60-13, all sub-consultants entering into a contract or agreement for hire on this Project must be registered and participate in the Federal Work Authorization Program. *(See attached document at the end of proposal)*

18. **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 City of Albany Staff will be available at the pre-proposal conference to answer questions and offer explanations as needed. Any reply resulting in a change in the Request For Qualifications (RFP) will be sent to all attendees. It is highly recommended that all interested proposers attend this conference. This will be the only site visit and tour.

19. Proposer shall provide satisfactory evidence of competency to perform the work presented in the RFP. The minimum requirements are a permanent office, adequate work force and technical qualifications/experience, along with having a suitable financial status to meet obligations incidental to the workplace. **Submit with your proposal satisfactory evidence to meet these requirements.**

20. The proposer will give immediate notice to the City of Albany of any claims or suits made or filed against the vendor or its subcontractors on any matter pertaining to this contract. The vendor shall cooperate, assist, and consult with the City in any claim, suit, or action made or filed against the City as a result of or relating to the vendors obligation under this contract. Any cancellation or lapse of insurance affecting the operation of the City shall be deemed a material breach of contract and the Administrator must be notified immediately.

21. **EVALUATION CRITERIA:**

Qualifications & Experience	35%
References & Portfolio	25%
Project Approach & Understanding	30%
Fees (cost)	10%

Award will be made to the responsible proposer whose proposal best meets the needs of the City of Albany as set forth herein. Proposers will be evaluated on the following criteria:

• **Experience/Qualifications**: The City will consider the proposer's financial stability, staff experience and quality, as well as the proposer's performance on similar projects. **Weight -35%**

• **References and Portfolio**: The City will evaluate the respondent's portfolio and references provided. Please provide at least three references from previous clients within the past seven years. Links or attachments to at least three previous events of a similar scale should be submitted for proposer's portfolio. **Weight -25%**

• **Project Approach and Understanding**: The City will evaluate the respondent's understanding of the work to be performed. The vendor should address the overall concept with this proposal including staffing and responsibilities. Submittal should clearly express the firm's understanding and approach to the proposed project. **Weight -30%**

• **Fee Proposal**: Vendor shall propose a fee schedule with a detailed breakdown of pricing with specific payment terms. **Weight -10%**

22. **Certificate of Non-Collusion:** An executed copy of this form should accompany your submittal. See Attached).

23. **Governing Law & Venue:** An executed copy of this form should accompany your submittal. (See Attached).

SCOPE OF WORK
HYDRAULIC MODELING AND SYSTEM ANALYSIS PROGRAM
RFP #27-035

1. **Introduction:**
   The City of Albany, Georgia Water Department is seeking a qualified firm to develop and implement a comprehensive modeling and system analysis program for the City's water distribution system. One of the most important goals of this project is for the City to receive a fully functional model that can continue to be maintained and used internally for operations, planning, emergency response, and future infrastructure decisions without requiring ongoing consultant support for routine use.
2. **Background:**
   The City of Albany Water Department operates and maintains a large municipal water distribution system serving residential, commercial, and industrial customers throughout Albany. The system consists of approximately 700 miles of water mains, nearly 4,000 fire hydrants, approximately 7,600 valves, 28 groundwater production wells, and 11 elevated storage tanks, supporting approximately 36,000 customer accounts. The Water Department is focused on maintaining reliable water service, improving system resiliency, supporting future growth, and using modern tools such as GIS and hydraulic modeling to strengthen system operations, emergency response, infrastructure planning, and long-term capital improvement decisions.
3. **Scope of Services**:
   The selected consultant shall deliver a professional Hydraulic Modeling and System Analysis Program consulting services, which includes but is not limited to the following:
   - Development of a complete and calibrated hydraulic model of the water distribution system
   - Integration with the City's existing ArcGIS system
   - System analysis for pressures, fire flow, storage, pumping, outages, future growth, and capital improvement planning
   - The ability for City staff to independently operate, update, maintain, and expand the model after project completion
   - Comprehensive staff training and documentation
   - Full City ownership of the completed model, project data, configurations, and deliverables
   - Model portability, including delivery in the native software format and an EPANET-compatible format so the City is not dependent on one consultant or software platform
   - Identification of GIS discrepancies, missing infrastructure, and data corrections found during model development
   - Identification of hydraulic deficiencies and recommended operational or capital improvements

DROPOBOX LINK FOR MORE DETAILS:
https://www.dropbox.com/scl/fo/opwuaf25xioplmkv0s9b3/ADa6Gl0jGG5DWKybegx9SGE?rlkey=xx3thwv3q313hvirhekv93ld3&st=l6h7129r&dl=0

**** COMPLETE AND SUBMIT ****

CITY OF ALBANY
REQUEST FOR PROPOSAL NO. 27-035
ADDENDUM ACKNOWLEDGEMENT FORM

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

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 Proposal Reference No. 27-035

_____
Print Name and Title of Authorized Signer

_____
Authorized Signature

_____
Date

****COMPLETE AND SUBMIT****

CERTIFICATION OF *NON-COLLUSION*

The proposer being sworn, disposes and says,

_____

_____

The proposer submitting this 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 RFP.

_____
SIGNATURE (AUTHORIZED)

_____
COMPANY NAME

_____
TITLE

_____
DATE

****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****

GOVERNING LAW AND VENUE

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

Proposer 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.

SIGNED (AUTHORIZED)	COMPANY NAME
TITLE	DATE

COMPLETE AND SUBMIT

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Address:	
Solicitation/Contract No.:	RFP #27-035
Solicitation /Contract Name:	HYDRAULIC MODELING AND SYSTEM ANALYSIS PROGRAM

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 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.

_____ _____

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