

# REQUEST FOR PROPOSALS

**NOTICE IS HEREBY GIVEN THAT THE CITY OF ALBANY, GEORGIA'S DOWNTOWN MANAGER'S OFFICE IS SEEKING A QUALIFIED CONSULTING FIRM TO PROVIDE PROFESSIONAL PLANNING SERVICES IN PREPARATION OF THE DOWNTOWN MASTER PLAN AND DOWNTOWN MARKET ANALYSIS**

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## BACKGROUND

Albany, a community of 77,434 residents, is located along the banks of the Flint River and is known as "The Pecan Capital of the World". The City is located on US Highway 82 and covers approximately 57 square miles, flanking both sides of the Flint River. Albany is ideally situated only three hours from the beaches on the east coast and those on the Gulf of Mexico with Atlanta just 183 miles north and Tallahassee 80 miles south. Lying below the land around Albany is the Floridian Aquifer, an ocean of fresh water that feeds the area's rivers and creeks and fuels its economy.

Drawing from its 1853 origins as a trading and shipping city, Albany sits at the center of a storied region closely tied to America's early Indian culture and the antebellum age of the Old South. Outdoor destinations and an accessible downtown area enhance the tourist appeal of "The Good Life City". Albany is the hub of Southwest Georgia for working, shopping, cultural activities, and education, and the City's Downtown acts as a center for commerce in the region, with transportation, tourism, and retail trade as important foundations of Albany's economy.

When it comes to entertainment, there is something for everyone in Albany. Popular attractions include the Riverfront Walk, which features the Ray Charles Plaza— a tribute to the Albany native and musical genius—the historic Bridge House, Flint RiverQuarium, Turtle Grove Play Park, and Chehaw Park. History buffs enjoy the Thronateeska Heritage Center, which includes a planetarium, rail car display, science museum, and history museum, the Albany Museum of Art, and the Albany Civil Rights Institute, where Martin Luther King Jr. spoke in 1961. With a plethora of buildings listed on the National Register of Historic Places, architecture lovers flock to Albany to see buildings including the Carnegie Library and the Albany Municipal Auditorium, a restored 1915 brick concert hall which is the site of live performances by the Albany Symphony Orchestra, Albany Ballet, and the Grammy Signature Award-winning Albany Chorale.



## BACKGROUND

Downtown land uses include Pretoria Fields, a newly developed microbrewery, The Flint, a fine dining restaurant, and to the west, the Dougherty County Board of Education Building and the Dougherty County Government Center. The primary neighborhood influences are city and county governmental offices as well as the Dougherty County Courthouse and the United States Federal Courthouse.

The proximity to the government offices and two courthouses has created a moderate demand for professional office development located in various buildings throughout the Downtown. Other land uses of note in the Central Business District include the Flint RiverQuarium, which is located at 101 Pine Avenue, the cinema adjacent to the Flint RiverQuarium, Riverfront Park, which is a six ± acre park located on the banks of the Flint River at Front Street, and the Albany James H. Gray Civic Center, located at 100 West Oglethorpe Boulevard. A variety of commercial uses including convenience stores/gas stations, fast-food restaurants and financial institutions are also located in the Downtown.

The Hilton Garden Inn, which contains 122 rooms, was constructed in 2005. The Flint River Resources Building, across Pine Avenue to the north, was completely renovated to office space in 2007. The building is two stories and contains approximately 30,000 square feet of office space, half of which is owned and occupied by Dougherty County. The building at 249 Pine Avenue, formerly the New Albany Hotel, has been developed into a mixed-use multi-family residential/commercial building, with 65 apartments. This project, completed in 2018, is known as the Flats at 249. The former Gordon Hotel, a six-story building located at 207 Pine Avenue, is being converted into a boutique hotel, restaurant and data center.

Downtown also hosts many staple events, like the Snickers Albany Marathon and Mardi Gras, which attracts about 30,000 people annually. The 4th of July Celebration draws up to 10,000 people, and recently the Albany Museum of Art's Chalk Fest saw 3,000 visitors. Retail uses are located along the periphery of the neighborhood. Downtown is on a progressive track with a wide range of future developments to further revitalize the district.



## BACKGROUND

The City of Albany’s Downtown Manager’s Office seeks the service of a team with considerable experience in citizen involvement/participation, visioning, planning, design, and market analysis to develop the new Downtown Master Plan and Downtown Market Analysis. The target areas are: The Central Business District, to include the Flint River on the east to Jefferson Street on the west and Roosevelt Avenue to the north and Oglethorpe Boulevard to the south. Other districts important to developing the Plan include: Old North Side, Rawson Circle, Sandy Bottom, Harlem, Albany Hub District, and the historic area located near the hospital. The Plan will serve as a tool to evaluate new development and historic preservation projects while protecting historic infrastructure and landmarks to ensure that our Downtown is the community that citizens desire it to be.



# PROJECT DESCRIPTION

The City of Albany (the City), the Albany-Dougherty Inner City Authority (ADICA), and the Albany Downtown Development Authority (DDA) are in need of a ***Downtown Master Plan and Downtown Market Analysis***.

- The City, ADICA, and DDA seek the services of qualified professionals to assist us in developing and facilitating the involvement/participation, visioning, planning, design and market analysis to develop the Plan.
- The Plan will guide and support downtown revitalization and redevelopment efforts, providing the foundation, detailed strategic vision, and direction for years to come.
- The primary objective of the Plan will be to build upon predetermined goals and objectives and develop those goals and objectives into a “living” concept and a strategic implementation plan. The vision, created with input from citizens and stakeholders, should provide for a complete plan where Downtown is the focal point.
- The Plan shall include associated renderings or sketches detailing the land uses and design that should be pursued in Downtown. The final product should contain a text document with typical sections, maps, drawings and renderings, architectural standards, and strategies as necessary to enable the Plan to be implemented.
- The planned enhancements will improve connectivity between Downtown, the surrounding residential neighborhoods, and Albany State University.



# PROJECT DESCRIPTION

- The Plan should also identify priorities, timelines and strategies to successfully market Downtown and maintain existing businesses, while creating an economic environment that inspires the continued and consistent development of new businesses.
- The Plan should set forth a specific design and budget for renovating the unoccupied buildings on Front Street and for developing the Front Street Market.
- The Plan should provide recommendations for development of the block that includes The Flint and Pretoria Fields.
- The Plan will include proposals for reviving the area of Sandy Bottom on North Washington, the five-story county building Downtown, and leveraging the Albany Herald buildings.
- The Plan may also note other properties which have historic significance that can be considered for listing on the National Register.
- Important elements include but are not limited to wayfinding signage, the development of a downtown theme, façade improvement recommendations, and design standards.
- Recommendations for improvements to existing downtown parks and green spaces should be noted.



# SUPPORTING DOCUMENTS FOR DEVELOPING MASTER PLAN

1. Albany Hub District
2. Historic Harlem District
3. Downtown Façade Program
4. Downtown Streetscape Plan
5. Downtown Master Plan 2016
6. 2045 Long Range Transportation Plan
7. Albany-Dougherty Comprehensive Plan
8. Downtown Albany Housing Market Study
9. 2008 Albany Riverfront and Gateway TAD
10. Downtown Albany Revitalization Strategy
11. 2014 Downtown Albany: 100 Block Master Plan
12. Downtown Parking Study & Comprehensive Report
13. 1996 Albany Downtown Riverfront Master Plan (November)
14. 1996 Albany Downtown Riverfront Master Plan Supplement (October)
15. County Flint River Trails Master Plan & Implementation Strategy (2016)
16. 2005 Albany Downtown Riverfront Master Plan Supplement Designs Guidelines

*It is noted that some of these plans have not been formally adopted and may be in a draft format.*



## **DESIRED PLAN OUTCOMES, DELIVERABLES & RESPONSIBILITIES**

The City, ADICA, and DDA are seeking proposals from qualified professionals to prepare a Master Plan and Downtown Market Analysis with associated renderings detailing the land uses and design that should be pursued in Downtown. The final product should contain a text document with typical sections, maps, drawings and renderings, architectural standards, and strategies as necessary to enable the Plan to be implemented. All electronic and GIS data generated by the consultant or team of consultants will be provided to and will be the property of the City at the end of the project. For the purpose of reproduction and reuse by the City, the selected consultant or team of consultants will provide electronic files with all text, image, presentations, research materials, and GIS data used and/or created during the master planning process.



## SCOPE OF WORK AND PAYMENT

The scope of work is to prepare an overall Downtown Master Plan and Downtown Market Analysis that will increase branding and promotion of Downtown, aesthetics, infrastructure allocation and utilization, connectivity, and continued economic revitalization of Downtown.

1. Residents of Albany and Dougherty County, civic and business leaders, and members of various boards and commissions will all contribute to the creation of the development of the Plan.
2. The firm selected will prepare a schematic Downtown Master Plan and Downtown Market Analysis indicating the stakeholders' collective vision for Downtown and will provide color schematics and/or 3D images, and a colored-rendered illustrative plan.
3. The Plan will include an inventory of the existing downtown features such as the downtown streetscapes, entrance signage, parks, etc.
4. The Plan will evaluate/analyze the physical characteristics of the areas and existing on-site improvements including:
  - a. Topography
  - b. Vegetation
  - c. Transportation corridors
  - d. River
  - e. Land use patterns
  - f. Open space areas



## SCOPE OF WORK AND PAYMENT

5. The Plan will identify the possible target areas of improvement, with cost estimates, including but not limited to
  - a. Transportation amenity improvements, pedestrian, parking, wayfinding and street furniture
  - b. Downtown streetscape improvements and cohesive design guidelines
6. The Plan will be used to evaluate, analyze, and identify improvement opportunity areas of Downtown and will include a prioritization list for these specific improvements, with a proposed timeline consisting of identification, analyses and recommendations.
7. The Plan will be a working document that can grow and evolve as Downtown is redeveloped.



The consultant will be paid on a monthly basis upon receipt of proper invoices and progress reports. Payment will be made on a reimbursement basis for services actually performed. Ten percent (10) of the total contract amount will be withheld pending satisfactory completion of services.

The City, ADICA and DDA reserve the right to reject any and all RFP submissions, to withdraw this solicitation at any time, and to award the contract to the company providing the scope of service deemed to be in the best interests of the Downtown stakeholders.



# CONTENT & FORMAT OF PROPOSALS

The entire RFP submittal package shall not exceed ten pages (excluding previous work samples). The submittal shall include, **but not be limited to** the following:

**Introductory Letter:** Provide a title sheet or equivalent which includes a short title for the proposed plan; name (s) and business (es) addresses of the organization(s) that will perform the work; name, title, mailing address and telephone number of the principal consultant; and a clear concise response as to why the City should select your firm for this work.

**Firm Profile:** The RFP shall include a brief profile of the consultant or consulting team. The profile should provide an area(s) of expertise overview. For consulting firms, everyone participating in the project should provide a personal profile and/or resume. The profile should also clearly convey the experience of the consultant(s) in developing and facilitating downtown revitalization projects and/or master planning efforts.

**Team Experiences, Expertise and Commitment:** The City, ADICA and DDA require a strong team with skills at managing complex projects subject to political forces. The team should have experience managing master planning studies generated with the involvement of stakeholders and the general public. The team must be highly skilled at managing projects to ensure that the Plan is delivered within scope and according to schedule.

**Consultant Qualification Information:** Include key staff resumes and a list of current projects, identified by name and size and anticipated completion date.



# PROPOSAL SUBMISSION & TIMETABLE

Interested parties shall email one PDF copy and submit six hardbound copies of their proposal to:

City of Albany  
Kimberly Allen, Buyer/Procurement  
kiallen@albanyga.gov  
222 Pine Avenue, Suite 260  
Albany, GA. 31702

Proposals must be received no later than 5:00 PM on Wednesday, December 30, 2020 to be eligible for consideration. Respondents accept all risk of late delivery of mailed responses regardless of fault. E-mailed or digitally linked submittals are accepted. The City, ADICA, and DDA assume no obligations of any kind for expenses incurred by any response to this solicitation.

Any questions regarding the request should be directed to Kimberly Allen. Interested parties may e-mail her at [kiallen@albanyga.gov](mailto:kiallen@albanyga.gov).

It is anticipated that the consultant selection and project initiation will occur based on the following schedule:

1. Review of Proposals – January 2020
2. Potential Presentations by Short-listed Firms – February 2021
3. Staff shares recommendations with City Commission at monthly meeting – March 2021
4. Notice to Proceed with Study – March 2021
5. Anticipated Adoption of Plan by City Commission – Fall 2021

The submitted proposal by the selected firm will become an attachment to the agreement signed by the City, ADICA, DDA and the selected firm. Price quotations and other time-dependent information must be valid for a minimum of one hundred and twenty (120) days from the closing date of this RFP.

Respondents to this RFP will not be discriminated against based on sex, race, creed or national origin.



# SELECTION CRITERIA

The Proposal Analysis Group (PAG) will review all proposals to determine compliance with the required elements. Proposals may be judged non-responsive and removed from further consideration if any of the following occur:

1. The proposal is not received timely in accordance with the terms of the RFP
2. The consultant does not meet the basic minimum requirements set forth in this RFP
3. The proposal does not follow the specified format and page limit

## Criteria Value (%)

**1. Qualifications:** Degree to which consultant has completed similar projects or has background and expertise to complete this project. **20%**

**2. Understanding of the Project:** Degree to which the consultant understands the project, whether from experience with similar projects or from research. **20%**

**3. Approach to the Project:** Degree to which the consultant's proposed scope of work addresses the desires of the City, ADICA and DDA. **20%**

**4. Quality of Work:** Quality of the proposal and the evaluation of references from other projects done by the consultant. **20%**

**5. Personnel:** The qualifications and availability of the personnel to be assigned to the project. **20%**

**TOTAL: 100%**

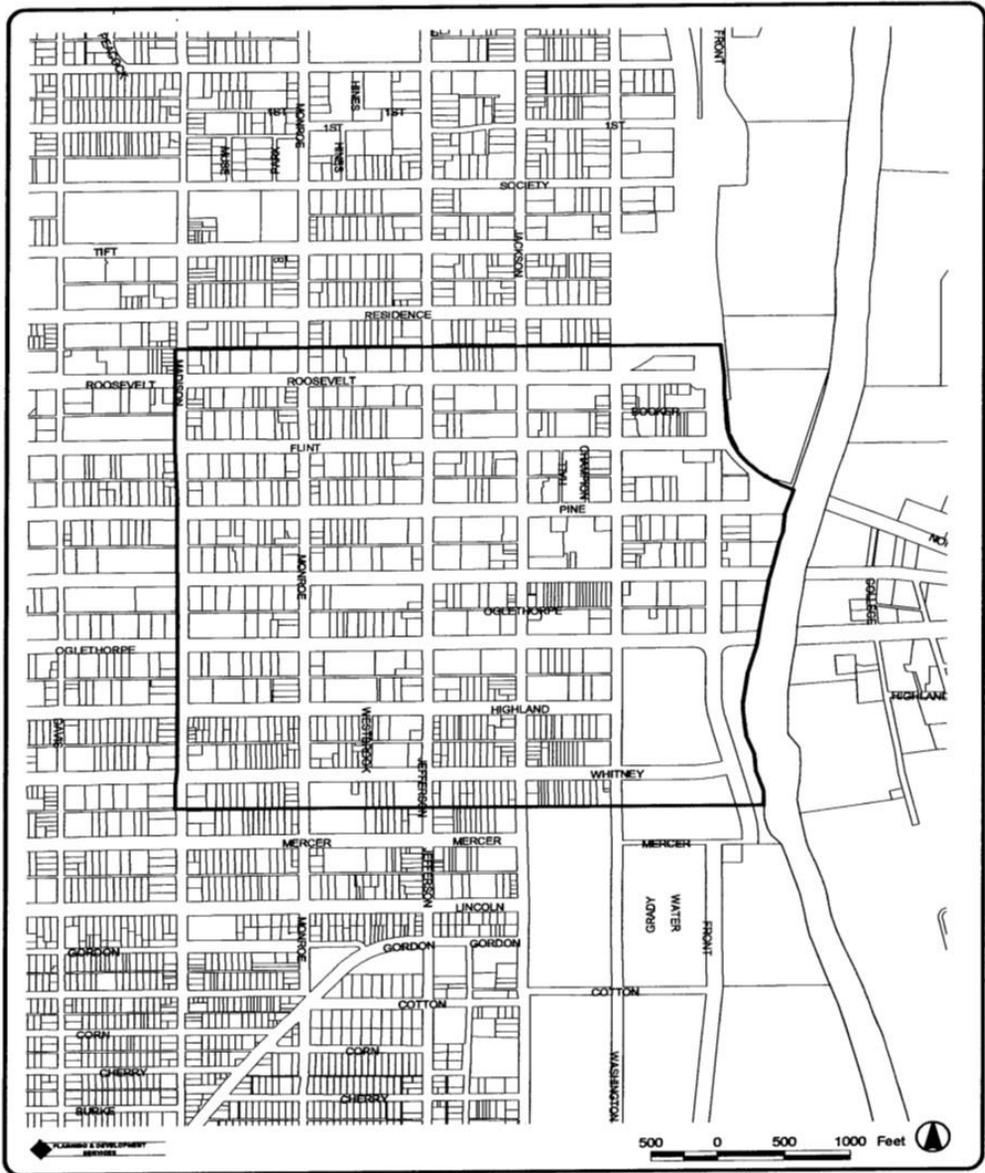
The PAG will review the proposals based on the technical criteria outlined in this RFP. A short list of consultants may be asked to make presentations.

The City will make the final selection of the consultant and award the contract after all applicants have been considered.



## OTHER CONSULTANT RESPONSIBILITIES

1. Consultant will attend and present at the following meetings to include but not limited to:
  - a. Downtown Master Plan Project Committee (Committee) kickoff meeting
  - b. Public input meetings (2) with citizens
    - i. First, to create a vision statement and identify opportunities, challenges, strategies, and projects
    - ii. Second, to seek feedback on proposed Plan, findings, and design recommendations
  - c. Submit and present Plan to the City Mayor and Commission
  - d. Seek approval of the plan from
    - i. City Commission
    - ii. ADICA
    - iii. DDA
2. Consultant will provide information to stakeholders virtually
3. Consultant will complete Plan no later than one hundred eighty (180) days from the Notice to Proceed
4. Consultant will email one PDF and submit ten hardbound copies of the Plan to the Downtown Manager's office. The electronic copy of the Plan must be compatible with Windows, Microsoft Office, and ESRI-ArcGIS; all elements of the plan must be editable
5. Consultant will provide a PDF version of the Plan, to be posted on the City's website



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November 16, 2020  
Request for Proposals  
**Downtown Master Plan**  
**Downtown Market Analysis**  
Proposal Ref. #21-032

Sealed proposals will be received by the City of Albany, Procurement Division on behalf of Albany-Dougherty Inner City Authority (ADICA) and Downtown Development Authority (DDA) at 222 Pine Avenue, Suite 260, Albany, Georgia 31701, until **5:00 pm EST, on December 30, 2020**, for a **qualified firm/team with considerable experience in citizen involvement/participation, visioning, planning, design and market analysis to develop the New Downtown Master Plan and Downtown Market Analysis.**

A **Pre-Proposal Conference** will be held on **November 24, 2020 at 10:00 a.m.** thru Zoom Meeting.  
Join Zoom Meeting

<https://zoom.us/j/96210157141?pwd=Q3NIMzd6YnFkcFlwRkNORlIGYVpQUt09>

Meeting ID: 962 1015 7141

Passcode: 399752

One tap mobile

+16465588656,,96210157141#,,,,,0#,,399752# US (New York)

+13017158592,,96210157141#,,,,,0#,,399752# US (Washington D.C)

Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 962 1015 7141

Passcode: 399752

Find your local number: <https://zoom.us/u/adL4lWAUwm>

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 a listing of the principals of the corporation with their response.

Firms that wish to join in a consortium must designate one firm as the principal or lead firm. Consortiums will be evaluated according to the same requirements as a single firm.

Any interested and qualified firm and/or party is requested to make a 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 a formal notice to proceed should an award of contract result from this solicitation.

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.

Documents and specifications are available at the Procurement Office, local access channel 16 or on the Georgia Procurement Registry.

**INQUIRIES OR QUESTIONS:** Should be submitted in writing to Kimberly M. Allen, Buyer, at the Procurement Division Office no later than **5:00 p.m., December 21, 2020**; electronic inquiries are acceptable at [kiallen@albanyga.gov](mailto:kiallen@albanyga.gov), cc: [tewilliams@albanyga.gov](mailto:tewilliams@albanyga.gov) and [mtrotter@albanyga.gov](mailto:mtrotter@albanyga.gov). Replies of substance will be in writing, in the form of an addendum, and made available to all potential respondents.

City of Albany,

Yvette Fields, CPPB  
Director

CENTRAL SERVICES

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P.O. BOX 447 ALBANY, GA 31702 | PHONE: 229.431.3211 | FAX: 229.431.2184 | [www.albanyga.gov](http://www.albanyga.gov)

**CITY OF ALBANY  
PROCUREMENT DIVISION  
CENTRAL SERVICES 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 proposer.
  - (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.
3. All requested information should be included in submittal package. 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 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 package as a Sealed Proposal.
8. Proposal must be received and stamped by the Procurement Office before time stipulated in proposal documents. No responsibility will attach 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 price quotation form.
16. The unauthorized use of patented 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 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 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 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 date of notification or exception noted on price quotation 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 proposer is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he/she 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 proposer 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 proposer 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.
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 a 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](http://www.albanyga.gov) or call the Procurement Office at 229-431-3211 for any subsequent addendums.**

## **GENERAL CONDITIONS**

1. Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:  
The consultant certifies, by submission of this proposal or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation.
2. Proposers must have been in business under the present company name for a minimum of one (1) year. The Principals of the present company shall not have been declared in default on any contract under any other name within the last five (5) years. Individuals assigned to this project must collectively have at least five (5) years of experience on projects of similar scope and complexity.
3. The successful Proposer will be required to provide the Secretary of States Certification of Incorporation prior to award of contract.
4. GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT: The successful proposer 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.
5. Certificate of Non-Collusion: An executed copy of this form should accompany your submittal. (See Attached).
6. Governing Law & Venue: An executed copy of this form should accompany your submittal. (See Attached).
7. Indemnity: An executed copy of this form should accompany your submittal. (See Attached).
8. The contract resulting from acceptance of a proposal shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in the RFP.
9. Lobbying: All firms and their agents who intend to, or have submitted responses to this solicitation are hereby placed on formal notice that lobbying of City of Albany Government employees or members of the Evaluation Committee with the intent to manipulate the Procurement process may result in the immediate disqualification of such firm by the City from further consideration for this project.
10. Any proposal may be withdrawn up until the date and time set for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of sixty (60) days or until one of the proposals has been approved by the City Commission, whichever occurs first, to sell to the City the services described in this RFP.
11. By submitting a proposal, the Contractor certifies that it has read and understands this Request for Proposals and has full knowledge and willingness to comply with the scope, nature, quantity and quality of the work to be performed, the detailed requirements of the services to be provided and the conditions under which the services are to be performed.

12. Termination for Convenience: This contract may be terminated in whole or in part by the City of Albany with the consent of the contractor in which case the two parties shall agree upon the termination conditions, including the effective date in the case of partial termination, the portion to be terminated or by the contractor upon written notification to the City of Albany setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the City of Albany determines that the remaining portion of the award will not accomplish the purposes for which the contract was awarded, the City of Albany may terminate the contract in its entirety.
13. 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.
14. Excusable Delay: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
15. Offeror Responsibility: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.
16. Affirmative Action: The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
17. Prime Contractor Responsibilities: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The City will consider the Contractor to be the sole point of contact with regard to contractual matters.

18. Subcontracting: If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the City. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The City reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.
19. Ownership of Material: Ownership of all data, material, and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.
20. Insurance: 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 consultant, whether arising from the acts or omission, negligence or otherwise of consultant 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 liability insurance for personal injuries and/or death in the amount not less than One Million (\$1,000,000) Dollars for any one person. Consultant shall maintain a combined single liability limit of One Million (\$1,000,000) Dollars, covering owned, non-owned, leased, and hired vehicles and name the City of Albany as an additional insured. Contractor shall maintain professional liability covering errors and omissions of not less than One Million (\$1,000,000) Dollars, per claim covering itself and all of its employees and agents, and shall indemnify and hold harmless the City of Albany and their representatives and employees, from any claims, demands, actions, and causes for actions arising from any negligent act or omission under the terms of the contract. 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.

SUBMIT WITH RESPONSE, specimen copy of Certificate of Insurance. Upon award of contract and prior to commencement of work under this contract, the selected consultant(s) shall provide the City of Albany with acceptable proofs of insurance coverage.

**SUBMITTAL:** One (1) original (**labeled**), one (1) Electronic Copy (PDF) and six (6) hard copies should be submitted to:

CITY OF ALBANY  
PROCUREMENT DIVISION  
222 PINE AVENUE, SUITE 260  
ALBANY, GEORGIA 31701  
PHONE: (229) 431-3211

**Responses should be clearly marked on the outside as "Master Plan – Ref. No. 21-032".**

The mailing address is P.O. Box 447, Albany, Georgia 31702, however, 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. The submittal must be signed by an official authorized to bind the offeror. Any submittal received after the stated time and date will not be considered and will be returned unopened to the firm.

The City of Albany reserves the right to accept or reject any and all responses and to waive technicalities as deemed to be in the best interest of the City of Albany. The City of Albany reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.

Proposer should list all components/disciplines required to successfully complete this project indicating the firm and/or individuals responsible and the percentage worth of that component/discipline to the entire project. (Example: Design - ABC Company - 70%)

Proposal should address all items included in the EVALUATION CRITERIA section below. Past performance on similar projects should be documented by references and other means. References should include name of contact and phone number and should be current. The scope of work, the elements and tasks therein and the method of accomplishment shall be outlined in the proposal.

Successful proposer shall provide a contract covering all the terms and conditions of this request and those agreed to in the negotiation. *A sample contract should be attached to the proposal.*

**SELECTION PROCESS:** A Proposal Analysis Group (PAG) will review all responses submitted in reference to this RFP. Based upon the background information reported in the response, the review committee will determine whether the proposer is qualified or unqualified.

Any or all of the firm(s) **may** be requested to expand on their response and/or make a formal presentation. However, The City of Albany reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially as the most responsive on which the firm can propose.

The evaluation team will make recommendation to the City Commission who will determine the selection of the grocery store operator, developer or landowner for the purpose of negotiating a contract for developmental services. If a satisfactory agreement cannot be reached with that entity, the City shall formally end negotiations and begin contract negotiations with the next most favored entity. The City reserves the right to reject all submitted proposals and issue a new Request for Proposals if necessary.

**DIVERSITY**

While the City of Albany does not require Small, Disadvantaged, Female, and Minority owned business participation, it is strongly encouraged.

**RESERVED RIGHTS**

Issuance of this RFP does not constitute a commitment on the part of the City of Albany to award a contract pursuant to this RFP. The City of Albany reserves the right to reject any and all proposals submitted in response to this RFP, in whole or in part, and to award a contract pursuant to this RFP or cancel this RFP if it is considered to be in the best interests of the City of Albany. The City of Albany further reserves the right to make changes to this RFP at anytime by issuance of written addendum/addenda, amendments(s) or clarification(s).

**EVALUATION OF PROPOSALS AND ORAL PRESENTATIONS**

A committee of key staff members (Selection Committee) will be chosen to review each response to this RFP and provide a rank list of all teams. The Selection Committee will convene and summarize their individual rankings for each team. This will establish a list of teams found by the Selection Committee to have submitted proposals reasonably susceptible of being selected for award.

***\*COMPLETE AND SUBMIT\****

***CERTIFICATION OF NON-COLLUSION***

The bidder being sworn, disposes and says, \_\_\_\_\_  
\_\_\_\_\_

The Consultant 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***

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: \_\_\_\_\_

***\*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: \_\_\_\_\_

# INDEMNITY 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 proposal /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 \_\_\_\_\_, 2020.

**[CORPORATE NAME]**

By: \_\_\_\_\_

Title \_\_\_\_\_

Attest: \_\_\_\_\_

Title \_\_\_\_\_

[Affix Corporate Seal]