CITY OF Albany GEORGIA

September 4, 2026

REQUEST FOR PROPOSALS
138 PINE AVENUE REDEVELOPMENT
RFP #27-008R

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 October 1, 2026,** from qualified firms/consultants to conduct the acquisition and redevelopment of 138 Pine Avenue in accordance with the scope of services included in the RFP.

A Pre-Proposal conference will be held **via Zoom** on **September 10, 2026, at 10:00 a.m.** The project manager will provide an overview of the work to be performed and answer questions. All interested vendors are strongly encouraged to attend. Please use this zoom link to attend the pre-proposal: https://us06web.zoom.us/j/85847484087?pwd=MaoiH7DdjBpatfdpYWBdYXLYClKBd2.1

Meeting ID: 858 4748 4087 **Passcode: 227555**

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 Destin Adams, Buyer, at **(229) 302-1461**. Submit all questions via email to dadams@albanyga.gov; cc: jswilliams@albanyga.gov; kross@albanyga.gov. The deadline for questions is **September 24, 2026, at 5:00 p.m.** 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 proposers.

City of Albany,

Joshua Williams, CPPB
Procurement Manager

CITY OF ALBANY
FINANCE DEPARTMENT
PROCUREMENT DIVISION
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 oridentified.
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

138 PINE AVENUE REDEVELOPMENT

GENERAL INFORMATION
RFP #27-008R

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 #27-008R, 138 PINE AVENUE REDEVELOPMENT**". 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. October 1, 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 Destin Adams, Buyer, at (229) 302-1461. 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 jswilliams@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 therewith 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.

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 Proposals (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:**

Development Concept & Downtown Revitalization Concept	25%
Financial Capacity & Project Feasibility	20%
Experience & Qualifications	15%
Acquisition Proposal & Transaction Terms	15%
Schedule	10%
Economic & Community Impact	10%
Fees (cost)	5%

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:

• **Development Concept & Downtown Revitalization Concept**: Quality, creativity, market relevance, active use, pedestrian orientation, compatibility with surrounding downtown activity, and contribution to the ongoing revitalization of Downtown Albany. **Weight - 25%**

• **Financial Capacity & Project Feasibility**: Credibility of sources and uses, equity, financing strategy, operating assumptions, contingencies, and ability to complete the project. **Weight - 20%**

• **Experience & Qualifications**: Provide an organizational chart that illustrates how the project team will be organized and managed. Provide resumes of the key team members with detailed relevant project experience. **Weight - 15%**

• **Acquisition Proposal & Transaction Terms:** Purchase price, earnest money, contingencies, due diligence period, closing readiness, public-assistance requests, and overall value to the property owner and downtown. **Weight – 15%**

•**Schedule:** Provide a schedule related to the project approach that details project tasks, milestone dates, review dates, and project design completion. The schedule will be incorporated into the agreement and failure to meet deadlines may constitute Contract non-compliance. All proposals must explain how the proposer will perform and provide the following: For each task include resource assessment, Level of Effort (LOE) and staffing needs, for City staff and the proposer's staff. **Weight - 10%**

•**Economic & Community Impact -** Private investment, jobs, business activity, tax-base impact, downtown synergy, and measurable public benefits. **Weight – 10%**

• **Fee Proposal**: Vendor shall propose a fee schedule with a detailed cost breakdown of pricing with specific payment terms. **Weight - 5%**

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).

REQUEST FOR PROPOSALS
138 PINE AVENUE REDEVELOPMENT
RFP #27-008

SCOPE OF SERVICES

1. Invitation and Purpose

The Downtown Manager's Office, on behalf of the Downtown Development Authority (DDA), is seeking proposals from qualified and financially capable developers or development teams to acquire and redevelop 138 Pine Avenue in Downtown Albany. The proposed redevelopment should complement and advance the ongoing revitalization of Downtown Albany.

The objective of this solicitation is to select a developer that will purchase or otherwise acquire the property, invest private capital, complete the redevelopment, and place the property into productive use within an enforceable schedule. The selected developer will be responsible for all remaining due diligence, project financing, design, permitting, construction, tenanting or occupancy, and long-term operation of the completed project.

Predevelopment planning for the property has already been completed. The Downtown Manager's Office is not requesting additional consultant studies, disposition recommendations, or a plan for a later private-sector handoff. The selected respondent will be the private-sector developer that undertakes the project.

2. Downtown Revitalization Context and Project Goals

138 Pine Avenue is located within a highly visible Downtown Albany block associated with the Herald Buildings priority area. The property offers an opportunity to introduce a complementary use that supports existing and planned downtown businesses, events, cultural destinations, public improvements, residential activity, hospitality, dining, retail, entertainment, and other revitalization efforts.

The Downtown Manager's Office seeks a project that accomplishes the following goals:

- Returns a vacant or underutilized property to active and productive use.
- Generates meaningful private investment and demonstrates a credible path to completion.
- Creates an active street-level presence and contributes to pedestrian activity along Pine Avenue.
- Complements surrounding downtown businesses, attractions, events, public spaces, and development projects.
- Preserves and celebrates downtown character while allowing design flexibility necessary for a feasible project.
- Expands Downtown Albany's mix of uses and supports sustained daytime, evening, and weekend activity.
- Establishes clear acquisition, construction, completion, and activation milestones.

3. Property Information

Property Item	Current Information
Property Address	138 Pine Avenue, Albany, Georgia 31701
Tax Parcel Number	0N101-00001-005
Existing Building Area	Approximately 11,592 square feet

Approximate Lot Area	Approximately 6,534 square feet / 0.15 acre
Zoning	C-2, subject to independent verification and all applicable approvals
Property Owner / Seller	Downtown Development Authority (DDA)
Current Status	Property offered for acquisition and redevelopment through this competitive solicitation
Related Downtown Context	Herald Buildings priority area and surrounding Downtown Albany revitalization initiatives

> **SQUARE FOOTAGE CLARIFICATION**
> The 11,592-square-foot figure reflects the existing building area reported in the Dougherty County Board of Tax Assessors/QPublic property record. The Downtown Albany Master Plan illustration identifies approximately 1,950 square feet only as a potential retained front commercial area following selective demolition. That conceptual figure is not the existing building size and does not require the selected developer to demolish the remainder of the building.

Downtown Development Authority (DDA) is the current owner of 138 Pine Avenue and is the anticipated seller under the resulting acquisition and redevelopment transaction. Any conveyance will be subject to approval by DDA and all other required public approvals.

The Master Plan illustration is provided as contextual information only. Respondents may propose full-building rehabilitation, adaptive reuse, selective demolition, strategic reconstruction, or another feasible redevelopment approach, provided the proposal advances the ongoing revitalization of Downtown Albany and complies with applicable codes, zoning, historic preservation requirements, and approvals.

All property information is provided for general reference. Respondents are responsible for independently verifying building area, parcel dimensions, legal description, ownership, title, zoning, utilities, environmental conditions, structural conditions, flood information, access, easements, and all other matters affecting acquisition and redevelopment.

4. Redevelopment Vision and Preferred Outcomes

The Downtown Manager's Office is open to creative, market-supported proposals and does not prescribe a single use or mandatory floor plan. Proposals should present a clear development concept, operating model, and financial strategy that will create lasting value for Downtown Albany.

4.1 Preferred Development Characteristics

- A use or mix of uses that supports an active downtown environment, such as retail, restaurant, food and beverage, entertainment, hospitality, office, residential, cultural, creative, community-serving, or other complementary commercial activity.
- An attractive and active Pine Avenue frontage with transparent storefronts, visible entrances, signage, lighting, and pedestrian-oriented design where feasible.
- A redevelopment program that is financially feasible and supported by credible financing and operating assumptions.
- Thoughtful treatment of the existing building and its character-defining features, with demolition limited to what is justified by the proposed project, safety, code compliance, and feasibility.
- Coordination of loading, service, utilities, parking, access, outdoor activity areas, and neighboring properties in a manner that supports the block and surrounding downtown activity.
- A development schedule that demonstrates readiness to close, commence construction, complete the project, and open or occupy the property.

4.2 Uses That Will Not Be Favored

- Speculative acquisition or land banking without a defined and financed redevelopment plan.
- Long-term passive storage or other uses that do not contribute meaningfully to downtown activity.
- Proposals dependent on uncertain public funding without a viable alternative financing strategy.
- Unnecessary demolition without a compelling redevelopment rationale and approved replacement plan.
- Uses that are incompatible with applicable zoning, surrounding development, public safety, or an active pedestrian-oriented downtown environment.

5. Transaction Structure and Developer Responsibilities

The anticipated transaction is a negotiated sale and redevelopment of the property by the Downtown Development Authority (DDA), the current property owner, subject to DDA approval, all other required public approvals, and execution of acceptable purchase and development agreements. A respondent may identify an alternative acquisition structure only when the alternative provides a clear and superior public benefit and includes enforceable redevelopment commitments.

5.1 Developer Responsibilities

- Submit a firm acquisition proposal, including purchase price, earnest money, due diligence period, proposed closing date, contingencies, and material transaction terms.
- Complete all remaining title, survey, structural, environmental, geotechnical, utility, zoning, code, market, and financial due diligence at the developer's expense.
- Prepare the final development program, architectural and engineering plans, cost estimates, construction documents, and permit applications.
- Secure all debt, equity, tax credit, incentive, grant, and other financing required to complete the project.
- Obtain all applicable land-use, building, historic preservation, environmental, fire, utility, and other approvals.
- Maintain, secure, insure, and protect the property in accordance with the negotiated agreements.
- Complete construction and place the property into active use within the approved project schedule.
- Operate, lease, manage, or otherwise sustain the completed project in accordance with the approved redevelopment plan and applicable agreements.

5.2 Public Participation and Incentives

Respondents must clearly identify every form of public assistance requested, including grants, loans, tax incentives, infrastructure improvements, parking arrangements, property-price adjustments, or other participation. No incentive, funding, tax credit, approval, or public contribution is guaranteed. Proposals should remain viable if requested assistance is reduced, delayed, or unavailable, unless the respondent expressly identifies the assistance as a condition of the proposal.

6. Required Development Commitments

The selected developer will be expected to negotiate enforceable commitments appropriate to the final project. At a minimum, the proposal must address the following:

- Proposed purchase price and earnest-money deposit.
- Minimum total project investment and proposed sources of funds.
- Due diligence, financing, closing, design, permitting, construction, completion, and opening milestones.
- Approved development concept, permitted uses, and material design commitments.
- Property maintenance, security, insurance, and code-compliance responsibilities before and during construction.
- Limitations on assignment, transfer, or resale before completion without prior written approval.
- Required progress reporting and documentation of financing and construction milestones.
- Remedies for nonperformance, which may include termination, repurchase, reversion, liquidated damages, performance security, or other protections recommended by legal counsel.

7. Proposal Submission Requirements

Proposals must be complete, organized in the order below, and sufficiently detailed to permit evaluation of the development concept, transaction terms, financial feasibility, and the respondent's capacity to perform. Respondents should not submit consultant-only work plans or fees for studying the property.

7.1 Volume I - Development and Technical Proposal

1. **Cover Letter and Executive Summary:** Identify the developer, primary contact, legal entity, proposed use, purchase offer, anticipated investment, requested assistance, and commitment to the project.
2. **Development Concept:** Describe the proposed use or mix of uses, target tenants or occupants, operating model, public-facing activity, and how the project will support the ongoing revitalization of Downtown Albany.
3. **Concept Plans and Visuals:** Provide concept-level site plans, floor plans, elevations, renderings, precedent images, massing studies, or other visuals sufficient to communicate the proposal. Clearly identify any areas proposed for rehabilitation, demolition, new construction, outdoor activity, service, parking, or shared access.
4. **Development Program:** Provide approximate square footage by use, number of units or tenant spaces where applicable, parking and access assumptions, phasing, and projected opening or occupancy.
5. **Project Schedule:** Provide a milestone schedule from selection through due diligence, closing, design, financing, permitting, construction, substantial completion, certificate of occupancy, and opening.
6. **Development Team:** Identify the developer, investors, architects, engineers, contractors, consultants, property managers, operators, and known tenants or partners. Distinguish committed members from proposed members.
7. **Relevant Experience:** Provide at least three comparable projects, emphasizing downtown redevelopment, adaptive reuse, historic buildings, complex financing, and projects completed under enforceable public-private agreements.
8. **Community and Economic Impact:** Describe projected private investment, construction and permanent jobs, tenant or business activity, tax-base impact, pedestrian activity, downtown synergy, and other measurable benefits.

7.2 Volume II - Acquisition and Financial Proposal

1. **Acquisition Offer:** State the proposed purchase price, earnest-money amount, due diligence period, closing date, contingencies, financing conditions, and other material business terms.
2. **Sources and Uses:** Provide a project budget showing acquisition, design, professional services, environmental work, construction, contingencies, financing costs, developer fees, furnishings/equipment, tenant improvements, and other costs, together with all funding sources.
3. **Financial Capacity:** Provide evidence of available equity, lending relationships, financing commitments or letters of interest, investor support, and the respondent's ability to fund predevelopment and closing obligations.
4. **Requested Public Assistance:** Identify each requested incentive or contribution, the amount, proposed source, timing, conditions, and effect on project feasibility. Separate essential requests from preferred requests.
5. **Operating Feasibility:** Provide a concise explanation of anticipated revenue sources, tenancy, occupancy, lease-up, operating assumptions, or business model supporting long-term project sustainability.

7.3 Volume III - Disclosures and Required Forms

- Legal name, ownership structure, organizational documents, and authority to submit the proposal.
- Respondents should provide a copy of their current Secretary of State business-registration record, Certificate of Existence, or Certificate of Good Standing. Failure to include this documentation will not automatically disqualify a respondent; however, the Downtown Manager's Office may request verification before final selection or agreement execution.
- References for at least three comparable projects and financing relationships.
- Disclosure of pending litigation, bankruptcies, foreclosures, defaults, failed development agreements, tax delinquencies, debarments, or material disputes during the previous five years.
- Conflict-of-interest and non-collusion certifications.
- E-Verify, immigration compliance, insurance, affidavits, and other forms required by the final procurement package.
- Acknowledgment of all addenda issued for this RFP.

7.4 Proposal Format

Format Requirement	Instruction
File Organization	Submit clearly labeled Volumes I, II, and III as instructed in the final notice.
Page Limit	Volume I should not exceed 40 pages, excluding covers, dividers, resumes, financial exhibits, and required forms.
Electronic Format	Searchable PDF unless the final submission instructions require another format.
Hard Copies	Submit seven (7) complete hard copies, including one (1) clearly marked Original and six (6) copies.
Late Proposals	Proposals received after the deadline may be rejected as nonresponsive.
Confidential Material	Clearly identify information claimed to be confidential; disclosure remains subject to applicable Georgia law.

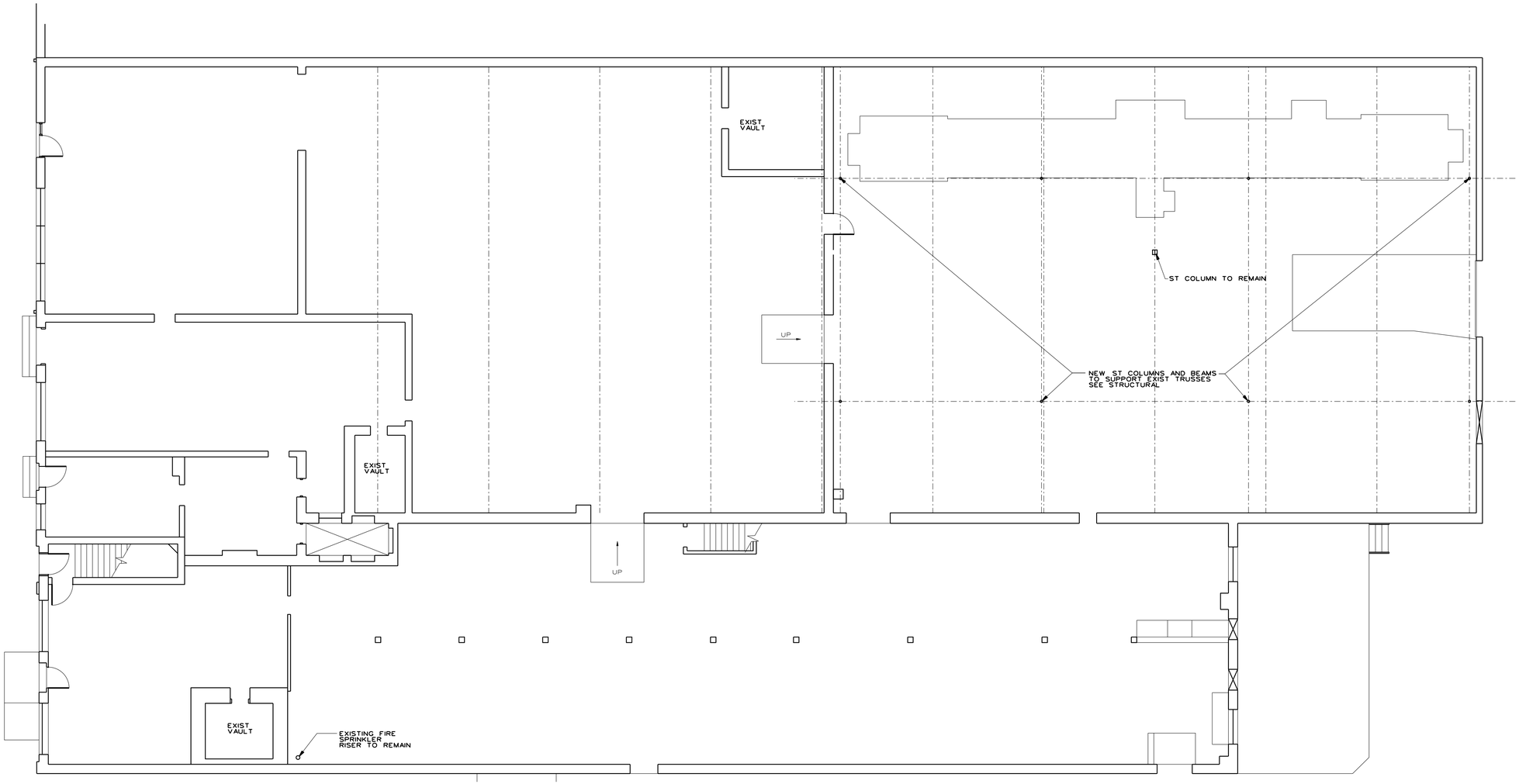
8. Evaluation Criteria

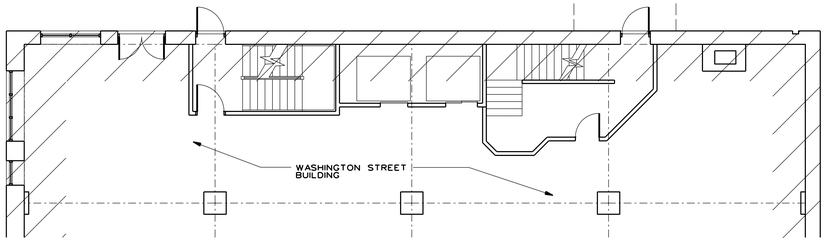
The Downtown Manager's Office may use an evaluation committee to review responsive proposals. Selection will be based on the overall value and feasibility of the proposed redevelopment, not solely on the highest purchase price.

Evaluation Criterion	Considerations	Points
Development Concept and Downtown Revitalization Contribution	Quality, creativity, market relevance, active use, pedestrian orientation, compatibility with surrounding downtown activity, and contribution to the ongoing revitalization of Downtown Albany.	**25**
Financial Capacity and Project Feasibility	Credibility of sources and uses, equity, financing strategy, operating assumptions, contingencies, and ability to complete the project.	**20**
Experience and Team Qualifications	Comparable completed projects, adaptive-reuse or downtown experience, team capability, references, and record of performance.	**15**
Acquisition Proposal and Transaction Terms	Purchase price, earnest money, contingencies, due diligence period, closing readiness, public-assistance requests, and overall value to the property owner and downtown.	**15**
Schedule and Readiness	Realistic milestones, readiness to proceed, financing timeline, permitting approach, construction start, completion, and opening.	**10**

Economic and Community Impact	Private investment, jobs, business activity, tax-base impact, downtown synergy, and measurable public benefits.	**10**
Fee Proposal	Proposed fee schedule with a detailed cost breakdown of pricing with specific payment terms	**5**

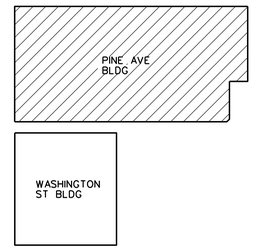
Total: 100 Points





1 A2.1 FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"



KEY PLAN

NO SCALE

DUNWODY/BEELAND, architects, inc.

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PROJECT # 23-055
STABILAZATION OF ALBANY HERALD-ROSENBERG BUILDINGS

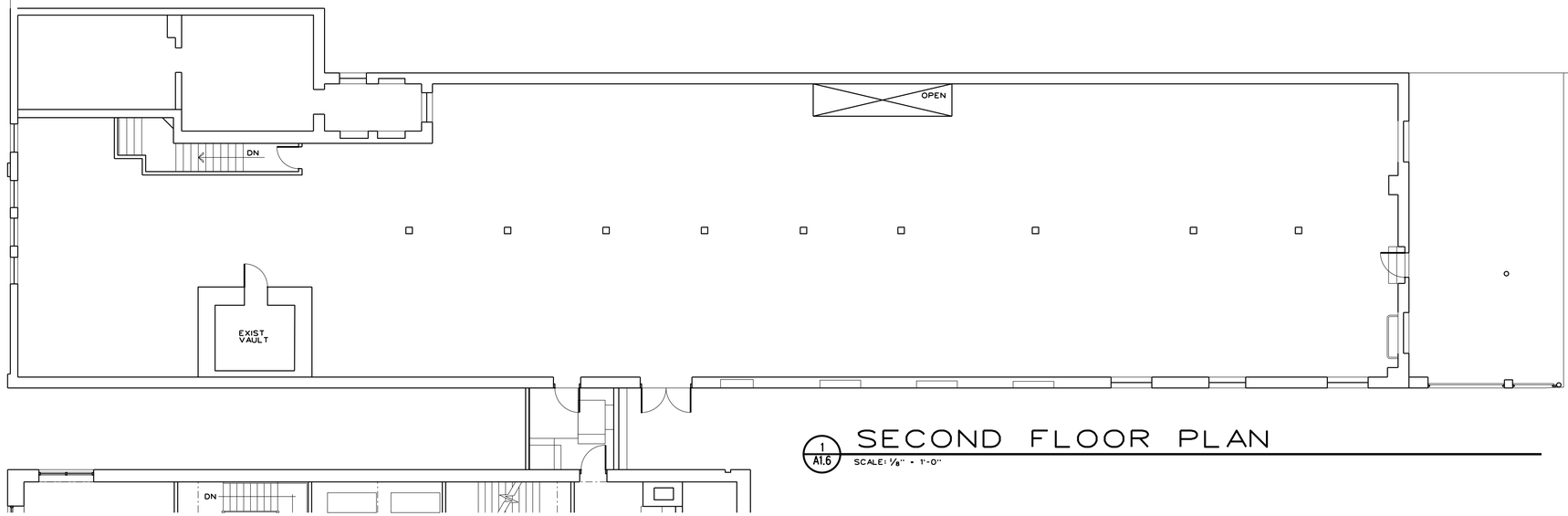
126 WASHINGTON ST., 132 -138 PINE AVE ALBANY, GA.

Revisions:

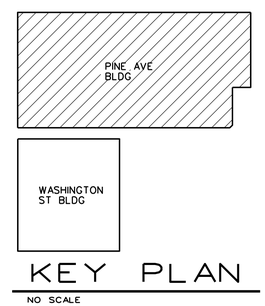
Sheet Title:
PINE AVE BLDG
FIRST FLOOR PLAN

Project #: 2306 **Date:** 4/08/24

A2.1



1 A1.6 SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



KEY PLAN
NO SCALE

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PROJECT # 23-055
STABILAZATION OF ALBANY HERALD-ROSENBERG BUILDINGS

126 WASHINGTON ST., 132 -138 PINE AVE ALBANY, GA.

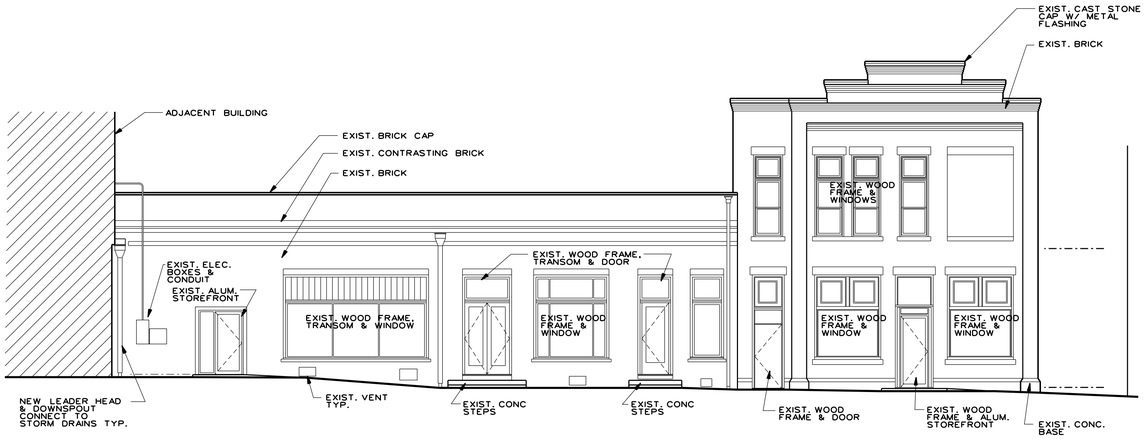
Revisions:	

Sheet Title:
PINE AVE BLDG
SECOND FLOOR
PLAN

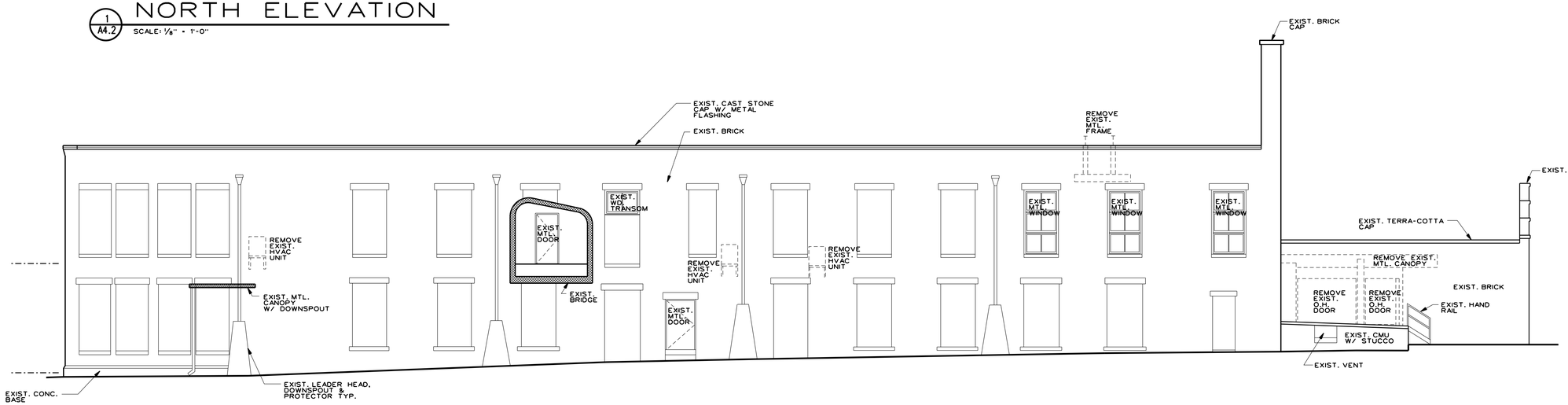
Project #: 2306
Date: 4/08/24

NOTES:

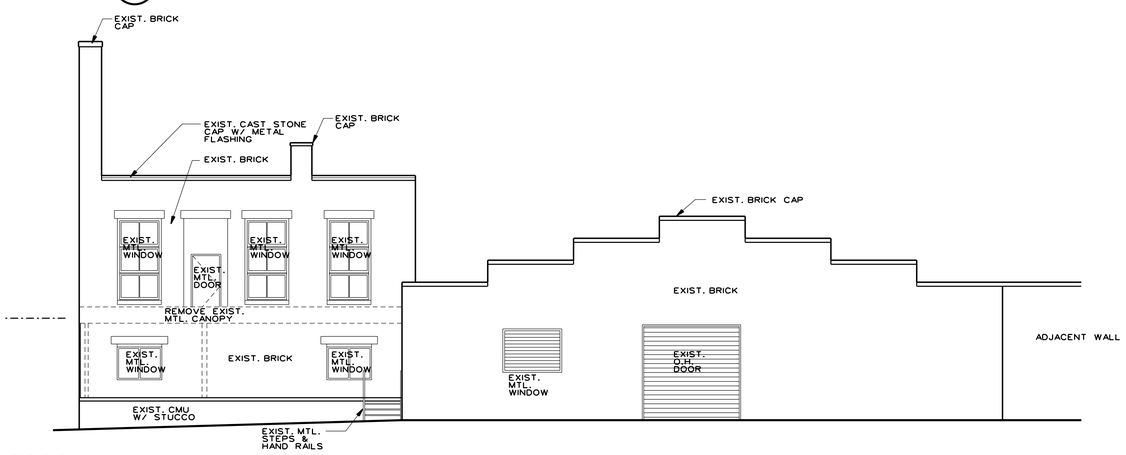
1. CUT OUT JOINTS BETWEEN STONE AND BRICK, AND BETWEEN STONE AND STONE TO A DEPTH OF 1/4" AND RECAULK.
2. REMOVE EXISTING CAULK AT ALL WINDOWS (ALUMINUM STOREFRONT, METAL CLAD AND WOOD), AND DOOR FRAMES AND RECAULK.
3. REMOVE EXISTING CAULK AND RECAULK AT ALL EXISTING METAL PARAPET JOINTS.



1 A4.2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



2 A4.2 WEST ELEVATION
SCALE: 1/8" = 1'-0"



3 A4.2 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

GEORGIA REGISTERED No. 8182 PROFESSIONAL ARCHITECT EUGENE COX DUNWODY

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PROJECT # 23-055 STABILAZATION OF ALBANY HERALD-ROSENBERG BUILDINGS

126 WASHINGTON ST., 132 -138 PINE AVE ALBANY, GA.

Revisions:

Sheet Title:

PINE AVE BLDG
EXTERIOR ELEVATIONS

Project #: 2306
Date: 4/08/24

A4.2

****COMPLETE AND SUBMIT****

RFP REFERENCE
NO. 27-008R
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 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 NO. 27-008R

_____
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****

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.

_____
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****

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 ALBANY, 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 _____, 2016.

[CORPORATE NAME]

By: _____

Title: _____

Attest:_____

Title: _____

[Affix Corporate Seal]

****COMPLETE AND SUBMIT****

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

CONTRACTOR AFFIDAVIT

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

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

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

_____ _____

Federal Work Authorization User Identification Number 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