November 19, 2026

REQUEST FOR PROPOSALS
132-136 PINE AVE REDEVELOPMENT
RFP #27-022R

Competitive sealed proposals will be received by the City of Albany, Procurement Division, **222 Pine Avenue, Suite 260, Albany, GA 31701**, until **5:00 p.m. on December 21, 2026,** for the purchase and adaptive reuse of the City-owned building at **132-136 Pine Avenue**. There will be no public opening or meeting held at the deadline, as all proposals will be evaluated confidentially post-submission.

Site Visits & Property Inspection: No formal pre-proposal conference will be held for this solicitation. Because existing building diagrams, layouts, and property surveys are unavailable, interested development teams are strongly encouraged to inspect the property in person prior to submitting a proposal. Individual site walkthroughs with Facilities Management and Downtown staff may be scheduled by appointment through the Procurement Division.

"As-Is" Sale & Due Diligence: The property is offered strictly "As-Is, Where-Is" with all existing structural, physical, and environmental conditions. Respondents are solely responsible for conducting their own physical measurements, engineering assessments, zoning verifications, and due diligence prior to submission.

The City of Albany strongly encourages Small Business firms to participate in this **Request for Proposals (RFP)**. All submitting corporations must provide their corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a complete listing of corporate principals within 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 further reserves the right to request additional information from any respondent(s) as deemed necessary to accurately analyze submissions.

For additional information or to schedule a site walkthrough, contact **Ricky Gladney, Buyer, at (229) 302-1455**. Submit all questions via email to rgladney@albanyga.gov cc: jswilliams@albanyga.gov, kross@albanyga.gov. The deadline for questions is **December 14, 2026, at 5:00 p.m.** Questions received after this deadline will not be answered. Replies of substance will be issued in the form of written addenda and posted publicly on the Georgia Procurement Registry.

City of Albany,

Joshua Williams, CPPB
Procurement Manager

CITY OF ALBANY
FINANCE DEPARTMENT
PROCUREMENT DIVISION
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. Favorable term discounts may be offered and will be considered in determining best proposer if they are deemed advantageous to the City.
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 as 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 or call the Procurement Office at 229-431-3211 for any subsequent addendums.**

CITY OF ALBANY
SPECIAL INSTRUCTIONS
RFP #27-022R
132-136 PINE AVE REDEVELOPMENT

1. **Submit one (1) original, six (6) physical copies, and one (1) complete, searchable digital version in PDF format on a USB flash drive** of your proposal on company letterhead, ensuring an authorized official signs all documents. The flash drive must be enclosed within the physical sealed proposal package. Submittals should be clearly marked on the outside as **"RFP #27-022R, 132-136 PINE AVE 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. December 21, 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 **Ricky Gladney, Buyer, at (229) 302-1455**. 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 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. Email rgladney@albanyga.gov, with copies (cc) to jswilliams@albanyga.gov and kross@albanyga.gov. The Procurement Office will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda **posted publicly on the Georgia Procurement Registry** 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 ensure 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 **ninety (90) 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 execution of a **Property Purchase and Development Agreement** 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 **modify their proposal to match the requirements described herein** or negotiate an acceptable alternative.

   No proposal shall be accepted from, nor will any contract or property agreement 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. **AWARD WITHOUT PRESENTATIONS OR NEGOTIATIONS:** The City of Albany may award a contract based on the initial proposals received without requiring oral presentations or subsequent negotiation rounds. Therefore, each submittal should contain a proposer's best presentation of its redevelopment concept and financial offer.

    Selection Process Clause: An evaluation committee will review all proposals submitted. Based upon the background information reported in the RFP, the committee will determine whether the respondent is qualified or unqualified. The purchase price offer will not be the sole determining factor in selecting a developer. The committee will rank the qualified firms based on the established evaluation criteria outlined in Item 20 of this General Information section. The committee may require shortlisted firms to make a formal presentation regarding their qualifications and development concept. The top-ranked firm(s) will be selected for final negotiations.

11. **COMPLIANCE WITH LAWS:** The proposer shall comply with all laws, ordinances, and regulations applicable to the property acquisition and redevelopment 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 project. No reimbursement will be made by the City of Albany for any costs incurred prior to a formal, fully executed **Property Purchase and Development Agreement** resulting from this solicitation.

12. **INDEMNIFICATION AND INSURANCE:** Proposer assumes and agrees to be responsible for all claims for damages for injuries to persons or property arising out of its **due diligence activities,**

site inspections, and performance under any development agreement, whether due to its own default or the negligence of its sub-contractors or agents. The proposer agrees to indemnify and hold harmless the City of Albany on account of such claims. To further assure the performance of this covenant, the proposer shall procure and maintain in force, at its expense, commercial general liability insurance of at least **$1,000,000** per occurrence and an annual aggregate of at least **$2,000,000**, naming the City of Albany as an additional insured during the project period. The proposer must also certify Workers' Compensation statutory coverage and Employers' Liability of at least **$1,000,000**.

13. **CANCELLATION OF TRANSACTION FOR CONVENIENCE:** The City of Albany shall have the right to cancel this RFP process or terminate negotiations prior to closing for its convenience by giving the proposer **sixty (60) calendar days** written notice of its election to do so. In the event of cancellation under this section, the City shall not be liable for any costs, fees, or development expenses incurred by the proposer.

14. **DEFAULT AND TERMINATION FOR CAUSE:** Provided a development agreement is executed, if a proposer shall fail to fulfill any of its development obligations or timeline milestones, the City of Albany may terminate the agreement for default by giving written notice to the proposer. If the transaction is terminated due to proposer default prior to closing, any earnest money deposits shall be forfeited to the City. Any termination or property reversion following the closing of the sale will be governed strictly by the conditions and cure periods outlined in the final **Property Purchase and Development Agreement** between the successful proposer and the City.

15. **PROPOSAL OWNERSHIP:** Upon receipt of the proposals by the City of Albany, the proposal documents and concepts shall become the property of the City without compensation to the proposers, for disposition or usage at the discretion of the City of Albany.

16. **GEORGIA SECURITY AND 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 **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. § 13-10-91**, all **subcontractors or development partners** entering into a contract or agreement for hire on this Project must be registered and participate in the Federal Work Authorization Program (E-Verify).

17. **PROPOSAL RESPONSE AND ADDENDA:** All 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. No formal pre-proposal conference will be held. Individual site walkthroughs may be scheduled by appointment through the Procurement Division prior to the question submission deadline. Any reply resulting in a change in the Request For Proposals (RFP) will be issued formally as a written addendum and posted publicly on the Georgia Procurement Registry.

18. **PROPOSER COMPETENCY AND CAPACITY:** Proposer shall provide satisfactory evidence of competency to perform the redevelopment and adaptive reuse project presented in the RFP. The minimum requirements are a permanent office, adequate workforce, and technical qualifications/experience, along with having a suitable financial status to meet obligations incidental to the property acquisition and construction. Submit with your proposal satisfactory evidence to meet these requirements.

19. **CLAIMS AND INSURANCE NOTICE:** The proposer will give immediate notice to the City of Albany of any claims or suits made or filed against the **redevelopment entity** or its

subcontractors on any matter pertaining to this transaction. The **proposer** 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 **proposer's** obligation under this project. Any cancellation or lapse of insurance affecting the **redevelopment project** shall be deemed a material breach, and the **Procurement Manager** must be notified immediately.

20. **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%
Financial Offer Validation (Fee/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 navigate the required construction milestones, including resource assessments and estimated project staffing needs. **Weight - 10%**

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

- **Financial Offer Validation (Fee/Cost):** Proposer shall outline their complete financial commitment breakdown, clarifying exact payment/closing terms and capital allocations required to transition the real estate asset. **Weight - 5%**

City of Albany
RFP 27-022R
132 – 136 Pine Avenue Redevelopment
Scope of Work: Purchase and Adaptive Reuse

This Section constitutes the formal Scope of Work for the purchase and adaptive reuse of 132-136 Pine Avenue, Albany, GA 31701. The selected Buyer/Developer shall be responsible for all tasks required to transition the property from its current state into an active, code-compliant, and economically productive development.

1. **Property Baseline & Boundary Real Estate**
   - **Property Delivery:** Offered strictly in **"AS IS, WHERE IS, WITH ALL FAULTS"** condition.
   - **Site Dimensions:** Approximately 14,700 SF (0.34 AC) with 70 feet of frontage on Pine Avenue and 210 feet of depth.
   - **Structure Size:** Existing commercial building envelope measuring approximately 13,764 SF.
   - **Exclusions:** This scope is strictly limited to 132-136 Pine Avenue. Adjacent sites (e.g., 138 Pine Avenue, 126 Washington Street) are excluded.
2. **Comprehensive Due Diligence Requirements**

   The Developer must conduct all necessary physical, legal, and environmental assessments at their own expense:
   - **Structural Integrity:** Complete a professional evaluation of the masonry wall frame, brick exterior, and built-up roof system.
   - **Environmental Testing:** Identify all hazardous materials, including asbestos, lead-based paint, and underground storage tanks.
   - **Systems Infrastructure:** Audit the capacities and legal connection locations for all utilities, stormwater drainage, and central HVAC.
   - **Legal Framework:** Verify clear title, ALTA survey boundaries, public easements, and access rights.
3. **Design, Programming, & Historic Guidelines**

   The final construction designs must maximize pedestrian-oriented, street-level activity and avoid land banking or storage-dominant uses.
   - **Permitted Concept Programming:** Design layouts may include configurations for Food & Beverage (restaurants, cafés), Creative Office/Coworking, Experiential Retail, Arts/Entertainment, or approved Mixed-Use lodging.
   - **Historic District Alignment:** Preserve and enhance character-defining historic components. The Developer must coordinate all designs through the local Historic Preservation Commission (HPC) review process.
   - **Public-Realm Integration:** Plans must deliver code-compliant pedestrian frontage, explicit ADA accessibility pathways, architectural exterior lighting, and high-quality commercial signage.

4. **Financial Capitalization & Performance Rules**
    - **Independent Financing:** Secure sufficient equity, senior debt, or tax-credit equity to build and operate the development without unbacked public funding dependencies.
    - **Performance Milestones:** Developer must agree to clear timeline benchmarks to ensure timely property activation.
    - **Reversionary Remedies:** The Development Agreement will feature explicit repurchase and title reversion rights for ADICA, alongside incentive clawbacks, if construction deadlines are missed.
    - **Transfer Controls:** Assignment, transfer, or sale of the real property prior to full project completion is prohibited without explicit prior written authorization.
5. **Construction & Operational Controls**
    - **Project Management:** The Developer must maintain, protect, and secure the property against nuisance conditions before, during, and after construction.
    - **Operational Impact:** Minimize standard construction disruptions to surrounding active downtown businesses.
    - **Local Participation:** Track and implement measurable participation goals for Albany and Dougherty County based trade contractors, professional suppliers, and minority or women-owned small businesses.
6. **Implementation Timeline Framework**
    - Unless modified by an approved project adjustment, the work must progress within the following target windows following selection:

Phase	Milestone	Performance Target
Phase 1	**Executed Agreement**	Within 90 days after selection.
Phase 2	**Due Diligence & Design Approval**	Completed within 120 days after agreement execution.
Phase 3	**Financing & Permitting**	Materially complete within 180 days after property closing.
Phase 4	**Construction Commencement**	No later than 12 months after property closing.
Phase 5	**Substantial Completion & CO**	No later than 24 months after property closing.
Phase 6	**Active Commercial Opening**	Promptly following final operating license approvals.

COMPLETE AND SUBMIT

GOVERNING LAW AND VENUE

Contractor 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.

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

DATE: _____

COMPANY NAME:_____

AUTHORIZED REPRESENTATIVE NAME:_____

TITLE:_____

SIGNATURE:_____

COMPLETE AND SUBMIT

CERTIFICATION OF *NON-COLLUSION*

The bidder being sworn, disposes and says,_____

_____

The Contractor 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 bid.

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 subcontractor is unable to certify to any of the statements in this certification, the prospective participant shall submit an explanation to the Contractor.

DATE:_____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME:_____

TITLE:_____

SIGNATURE: _____

*** COMPLETE AND SUBMIT***

INDEMNITY AGREEMENT

This indemnity agreement made and entered into in favor of CITY OF ALBANY ("ALBANY"), a municipal corporation, by [RESPONDENT LEGAL NAME].

WHEREAS, [RESPONDENT LEGAL NAME] has submitted a proposal to ALBANY so as to provide [lease, acquisition, or operation of the 132-136 Pine Avenue facility under RFP #27-022R]

NOW, THEREFORE, as an additional consideration in ALBANY awarding the RFP contract to [RESPONDENT LEGAL NAME],

[RESPONDENT LEGAL NAME] agrees to indemnify and hold harmless, ALBANY, its agents, principals, officers, and employees, their successors and assigns, individually and collectively, with respect to all third party claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of any alleged negligence of its officers, agents, or employees in connection with the product or services involved in the bid; provided this indemnity shall not extend to any damage, injury or loss due to ALBANY's sole negligence or willful injury.

[RESPONDENT LEGAL NAME] shall reimburse ALBANY for reasonable attorney fees and expenses of ALBANY in defending all such claims and shall also be responsible for payment of all judgements.

WITNESS THE HAND AND SEAL of the undersigned pursuant to proper corporate authority this,

____ day of _____, 20___.

[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.:	RFP #27-022R
Solicitation /Contract Name:	132-136 Pine Ave Redevelopment

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 (EEV/E-Verify Company Identification Number)

Date of Authorization

_____

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: _____

** COMPLETE AND SUBMIT**

Advertisement Form

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

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

1. Internet/Social Media to include Facebook, etc. Yes____ No____
2. City of Albany website Yes____ No____
3. City of Albany local access channel (channel 16) Yes____ No____
4. Georgia Procurement Registry Yes____ No____
5. Other: _____

Please indicate if you are a DBE: Yes____ No_____

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____