

September 1, 2026

Albany Craft Beverage & Event Space

Request for Proposal Ref #27-018

Sealed proposals will be received at the Procurement Office, **222 Pine Ave., Ste. 260, Albany, GA 31701** until **5:00 p.m., on October 1, 2026**, for the lease operation or sale with conditions of the **DDA-owned** craft beverage production and event space located at **120 Pine Avenue** under a flexible three-track operational pathway. **There will be no public meeting following the submission closing deadline.**

A **Pre-Proposal Hybrid Conference** will be held on **September 9, 2026, at 10:00 a.m.** at the Government Center **222 Pine Ave., Ste. 260, Albany, GA 31701** and via **Zoom**. An in-person facility tour follows. Attendance is strongly encouraged to understand site conditions. Virtual attendees may request a makeup site walkthrough, to be scheduled and issued via a formal addendum.

Link: <https://us06web.zoom.us/j/85362788385?pwd=p6Gybfa1afJmbIJGr6frHMYx11sTad.1>

Meeting ID: 853 6278 8385 | Passcode: 461069

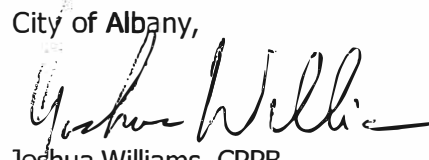
The City further encourages vendors to solicit and engage minority and disadvantaged businesses.

Any interested and qualified firm and/or party is requested to submit a sealed response to accomplish the Scope of Services as delineated in this Request for Proposals (RFP). The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner and form prescribed herein.

The City reserves the right to request additional information from any respondent(s) as may be deemed necessary to accurately analyze proposals. The City further reserves the right to reject any and all responses and to waive technicalities as deemed to be in the best interest of the City.

Documents are available at the Procurement Office, and the Georgia Procurement Registry. Submit all questions via e-mail to rgladney@albanyga.gov cc: kross@albanyga.gov, and jswilliams@albanyga.gov. Replies of substance will be in writing and made available to all firms attending the Pre-Proposal Conference. **The deadline for questions is September 18, 2026, at 5:00 p.m.**

City of Albany,



Joshua Williams, CPPB
Procurement Manager

FINANCE

CITY OF ALBANY
PROCUREMENT DIVISION
FINANCE DEPARTMENT
ALBANY, GEORGIA
INSTRUCTIONS TO PROPOSERS

These instructions will bind proposers to terms and conditions herein set forth,

1. The following criteria are used in determining which proposal is in the best interests of the city.
 - (a) The ability, capacity and skill of proposer to perform required service.
 - (b) Whether proposer can perform service promptly or within specified time.
 - (c) The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - (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 bid envelope. All desired information must be **signed** and included for your proposal to receive full consideration. **Failure to submit any required form will be cause for 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 envelope as a Sealed Proposal whether using a City furnished envelope or other envelopes.
8. Proposal must be received and stamped by the Procurement Office before time stipulated in proposal documents. No responsibility will attach to any City representative or employee for premature opening of proposal not properly addressed or identified.
9. Proposals received late will not be accepted, and the City will not be responsible for late mail delivery.
10. Should a proposal be misplaced by the City and found later it will be considered.
11. Proposals requiring bid security **will not** be read or considered if security is not enclosed. Security may be in the form of cash, certified check, cashier's check or Surety Bond issued by a Surety Company licensed to conduct business in Georgia.
12. All proposers must be recognized and authorized dealers in the materials or equipment specified and be qualified to advise in their application or use. A proposer at any time requested must satisfy the Procurement Office and City Commission that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
13. Any alterations, erasures, additions or omissions of required information or any changes of specifications, or cost schedule are done at the risk of the proposer.
14. When requested, SAMPLES will be furnished free of expense, properly marked for identification and accompanied by list where there is more than one sample. The City reserves the right to mutilate or destroy any samples submitted whenever it may be in the best interests of the City to do so for the purpose of testing.
15. City will reject any material, supplies or equipment that do not meet the specifications, even though proposal lists the trade name or names of such materials on the bid or 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 bid 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 proposal is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he 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 proposer 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 proposal 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 Invitation to Proposers 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.**

PROCUREMENT FORM - Revised 4/20/2018

GENERAL CONDITIONS

1. **Debarment and Suspension Certification:** By submitting a proposal, the respondent certifies that neither the firm nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any local, state, or federal department or agency. This certification requirement must be included without modification in all lower-tier subcontracts, proposals, and transactions. Firms unable to provide this certification must attach a full written explanation to their proposal.
2. **Minimum Proposer Qualifications & Experience:**
 - **Company Standing:** The proposing entity must have been in continuous business under its current company name for a minimum of one (1) year.
 - **No Default History:** No principal or owner of the proposing company shall have been declared in default on any commercial contract or lease under any current or former business name within the last five (5) years.
 - **Quantifiable Management Experience:** Key personnel permanently assigned to lead this project must collectively possess active, professional management experience within the commercial beverage or hospitality sectors. **A minimum of five (5) years of experience is strongly preferred** and will receive maximum points during scoring; however, the City will evaluate proposals demonstrating fewer years of experience if backed by an exceptional concept and clear financial capacity. Experience parameters are defined by the chosen operating pathway:
 - **Pathway 1 (Production):** Managing a commercial distribution-scale production brewery, winery, cidery, or non-alcoholic packaging line.
 - **Pathway 2 (Hospitality):** Managing a high-volume taproom, restaurant, brewpub, or commercial event venue.
 - **Pathway 3 (Integrated):** Managing an integrated production-and-hospitality facility or a joint-venture team meeting both criteria above.
3. **Evidence of Georgia Business:** Prior to the final award of the contract or lease execution, the successful respondent must provide a valid Certificate of Incorporation, Certificate of Organization, or Certificate of Authority from the Georgia Secretary of State's office, proving they are legally registered and authorized to conduct business in the State of Georgia.
4. **Georgia Security & Immigration Compliance (E-Verify):** Pursuant to O.C.G.A. § 13-10-91, the successful respondent and all sub-operators or subcontractors executing work at 120 Pine Avenue must be registered with and participate in the federal E-Verify program (Federal Work Authorization Program). Prior to contract award or lease execution, the selected respondent must submit a signed, notarized Contractor Affidavit certifying full compliance with this state law. (See Attached)
5. **Certificate of Non-Collusion:** An executed copy of this form should accompany your submittal. (See Attached).
6. **Governing Law & Venue:** An executed copy of this form should accompany your submittal. (See Attached).

7. **Indemnity:** An executed copy of this form should accompany your submittal. (See Attached).
8. **Final Agreement and Contract Execution:** The selected proposal will culminate in a definitive, negotiated agreement (such as a long-term lease or purchase contract) approved by the City Attorney. The final agreement must accurately reflect the facility operational specs, financial terms, and pathways outlined in this RFP. The City reserves the right to terminate negotiations and reject any contract that fails to conform to the core specifications of this solicitation or the respondent's original submission.
9. **Procurement Integrity & Lobbying Prohibition "Cone of Silence":** From the release date of this RFP until a final contract is awarded, a strict "Cone of Silence" is in effect. All respondents and their agents are prohibited from contacting City Commissioners, the Mayor, DDA Board Members, Evaluation Committee members, or city employees regarding this solicitation. All communications must be directed exclusively through the designated Buyer, Ricky Gladney. Any attempt to lobby or influence city officials or staff outside this channel shall result in the immediate, mandatory disqualification of the respondent's proposal.
10. **Withdrawal of Proposals and Offer Validity Period:** Any proposal may be withdrawn by written request up until the exact date and time set for the proposal opening. Any proposal not timely withdrawn shall constitute an irrevocable offer, for a period of **one hundred eighty (180) days** following the opening date, to execute a lease or property acquisition agreement under the terms proposed. This offer period may be waived only if the City executes a final agreement with another respondent or officially cancels the solicitation.
11. **Respondent Representations & Site Familiarity:** By submitting a proposal, the respondent certifies that they have thoroughly read and understand this Request for Proposals. The respondent acknowledges full knowledge of, and a willingness to comply with, the physical layout, equipment infrastructure, operational track specifications, and regulatory conditions required to successfully reactivate and manage the 120 Pine Avenue facility.
12. **Provision for Termination for Convenience:** Any lease or operating agreement resulting from this RFP will contain specific provisions detailing the mechanisms under which either party may terminate the contract for convenience. Such conditions will require formal written notification, mutually agreed-upon effective dates, and a defined schedule for handling operator improvements and inventory. In the event of a partial termination, if the City of Albany determines the remaining portion will fail to accomplish the destination-building goals of this solicitation, the City maintains the right to terminate the contract in its entirety.
13. **Termination for Cause & Cure Windows:** In the event the selected operator fails to fulfill any material terms, conditions, or obligations established in the final contract documents, the City of Albany may issue a formal written notice of default. Unless a different duration is expressly provided in said notice, the operator shall have **fourteen (14) calendar days** from the verified date of personal, certified mail, or electronic delivery to remedy the default. Upon failure of the

operator to cure the default within the allotted timeframe, the City may immediately terminate the contract. Termination by the City shall not constitute a waiver of any other rights or remedies available to the City of Albany by law or equity.

14. **Force Majeure & Excusable Delay:** Neither party shall be liable for delays or failures in performance (such as building build-out delays or missing the official opening deadline) resulting from causes beyond their reasonable control and without their fault or negligence. Such causes include acts of God, fires, floods, epidemics, government restrictions, strikes, freight embargoes, and unusually severe weather. If a delay is caused by an equipment subcontractor or supplier due to these causes, the timeline extensions apply only if the specialized brewing/packaging equipment could not be reasonably obtained from alternative sources. An excusable delay may pause milestone opening schedules, but it shall not excuse the operator from monetary lease or utility obligations once occupancy is established.
15. **Respondent Responsibility & Due Diligence Obligations:** Each respondent is solely responsible for fully examining this RFP and thoroughly safety-checking all physical conditions, utility availability, building codes, and hardware restrictions affecting the 120 Pine Avenue facility. Proposers are strongly encouraged to attend the scheduled pre-proposal site tour to conduct on-site observation and independent due diligence. The failure or omission of a respondent to completely familiarize themselves with the existing physical condition of the property and its contents shall in no way relieve them of any contractual or financial obligations under their submitted proposal or the final lease/acquisition agreement.
16. **Non-Discrimination and Equal Employment Opportunity:** The selected operator certifies that it shall comply with all applicable local, state, and federal laws concerning fair employment and equal opportunity. The operator agrees to manage all personnel actions, hiring practices, and treatment of employees without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or physical/mental disability, in strict accordance with Title VII of the Civil Rights Act and the Americans with Disabilities Act (ADA).
17. **Lead Entity Designation and Operational Responsibility:** The selected respondent will be required to assume sole legal and operational responsibility for the complete fulfillment of all commitments outlined in their proposal and the final agreement. If a team, consortium, or joint venture submits a coordinated bid (e.g., a separate production team and a hospitality partner), the proposal must explicitly designate one single **Lead Entity**. The City will recognize this Lead Entity as the sole primary point of contact for all contractual, financial, and regulatory matters.
18. **Data Ownership and Late Submission Protocol:**
 - **Ownership of Materials:** All data, concept designs, and documentation prepared specifically for and submitted to the City pursuant to this RFP selection process shall become the property of the City under the Georgia Open Records Act. This does not grant the City ownership of the bidder's pre-existing, proprietary manufacturing recipes or trademarked brand assets.
 - **Submission and Late Receipt Risk:** The official physical mailing address for procurement record storage is P.O. Box 447, Albany, Georgia 31702. However, all formal bid packages must be hand-delivered or couriered explicitly to the **Procurement Department at 222 Pine Avenue, Suite 260**. The City

assumes no responsibility for packages delayed by mail, courier error, or delivery to the wrong office. Any submittal received after the exact stated deadline will be rejected automatically and returned unopened.

- **City Reservation of Rights:** The City explicitly reserves the right to accept or reject any and all proposals, to request additional clarifying information or references from any respondent, and to waive minor technical informalities if deemed in the absolute best interest of the City of Albany.

19. **Proposal Evaluation and Selection Process:** An Evaluation Committee will review and score all timely submissions using the 100-point Best-Value Selection criteria outlined in this RFP. The committee may request a respondent to clarify their proposal, provide supplementary financial data, or conduct a formal interview presentation. However, the City reserves the right to identify a preferred operator based solely on the initial submissions; therefore, proposals should be submitted on the most complete and competitive terms possible. The Evaluation Committee will submit a final award recommendation to the City Commission. The City explicitly maintains the right to reject any or all proposals in whole or in part, cancel this solicitation, or issue written addenda to modify the RFP parameters at any time if deemed in the best interest of the City of Albany.

20. **Proposal Submittal Content Requirements:** To maintain a fair and expedited evaluation process, submissions must remain concise, clear, and under a strict **twenty (20) page maximum limit** (excluding required city forms, financial proofs, and reference letters). Material should focus entirely on substance; marketing brochures are strongly discouraged. Submissions must contain the following specific item packages across their initial designated tabs:

- **Corporate Overview:** Narrative detailing entity historical operations, localized office locations, and compliance with the minimum one-year business longevity threshold.
- **Personnel Capacity Infrastructure:** An internal organizational chart mapping executive authority over the 120 Pine Avenue site. Concise professional backgrounds for primary staff members are required, subject to a strict two-page cap per resume.
- **Documented Performance Verification (References):** A list of three (3) representative facilities or commercial operations of comparable size and complexity. For each project, provide the client or facility name, address, operating dates, and an active contact person's name, telephone number, and email address for verification purposes.
- **Concept & Market Strategy:** Provide a comprehensive narrative outlining your target production volume, functional drink or food menu concepts, and specific local/regional distribution strategies suited to Downtown Albany.
- **Operational Plan and Activation Milestones:** A detailed operational narrative outlining the intended methodology to reactivate the brewing machinery, manage the hospitality footprint, and navigate regulatory pathways, paired with a chronological timeline leading directly to your targeted public opening date.

21. **Evaluation Criteria:** The Evaluation Committee will score all responsive proposals out of 100 total possible points. Bids will be graded across the following four consolidated categories:

1. **Team Qualifications, Past Performance & References (25 Points)**

- **Specialization:** Evaluation of the firm's core experience, corporate stability, and length of time operating in the commercial food, beverage, or hospitality industries.
- **Key Personnel:** Assessment of the assigned project managers, head brewers/operators, or management teams, including joint-venture structures or coordinated track partnerships.
- **Track Record:** Review of past successful projects of similar operational scale, paired with the team's professional references to verify operational satisfaction.

2. **Concept Quality, Market Alignment & Public Objectives (25 Points)**

- **Core Concept:** The creativity, distinctiveness, and market viability of the proposed product mix (e.g., craft beer, wine, distilled spirits, or artisanal non-alcoholic kombucha/sodas).
- **Destination Potential:** How effectively the proposed taproom, menu, retail, and event strategies align with Downtown Albany's destination-building and economic development goals.
- **Market Demand:** Evidence that the business model matches realistic local and regional consumer demand.

3. **Operational Plan & Facility Activation Timeline (25 Points)**

- **Space Utilization:** Efficiency and logic of the proposed interior floor layout for both back-of-house packaging lines and front-of-house public tasting areas.
- **Machinery & System Integration:** Feasibility of the technical approach to integrate, clean, and utilize the facility's existing brewing infrastructure, packaging components, and cold-storage loops based on the City's certified equipment condition disclosures.
- **Milestone Schedule:** Feasibility of the chronological implementation timeline leading directly to an efficient and successful public opening date.

4. **Financial Plan, Project Budget & Transaction Offer (25 Points)**

- **Sources & Uses:** Completeness of the launch budget, including estimated allocations for facility upgrades, permits, insurance, initial inventory, and opening working capital.
- **Capital Sufficiency:** Documented proof of available equity, committed private financing, or investor backing to sustain operations through break-even phases.
- **Transaction Offer:** The overall value, reliability, and public benefit of the proposed long-term lease terms or purchase transaction structure offered to the City.

22. **SUBMISSION INSTRUCTIONS & PROCUREMENT COMPLIANCE**

To be considered for evaluation, respondents must strictly adhere to the following delivery and compliance frameworks. Failures to comply with formatting, deadlines, or communication restrictions will result in immediate disqualification.

A. Submission Delivery & Deadline

- **Final Cutoff Deadline:** Sealed proposals must be received at the Procurement Office until **5:00 p.m. EDT on October 1, 2026**.
- **Physical Address:** Delivery must be directed to: *Procurement Office, 222 Pine Ave., Ste. 260, Albany, GA 31701*. Submissions may be hand-delivered or mailed.
- **Electronic Copy:** In addition to the required physical prints, respondents must include one (1) USB flash drive inside their sealed proposal envelope containing one complete,

searchable digital version of the proposal in PDF format.

- **Package Labeling:** Both the outside of the physical sealed envelope and the email subject line must be clearly marked as: "Prime Commercial Opportunity: Albany Craft Beverage & Event Space RFP #27-018 – [Respondent Legal Name]"
- **Late Submission Risk:** The City assumes zero responsibility for proposals delayed by mail, courier error, or delivery to an incorrect office. Any submittal received after **5:00 p.m. EDT on October 1, 2026**, will be rejected automatically and returned unopened.

B. Pre-Proposal Conference & Site Tour

- **Logistics:** A mandatory Pre-Proposal Conference will be held on **September 9, 2026, at 10:00 a.m.** at the Government Center, located at *222 Pine Ave., Ste. 260, Albany, GA 31701*.
- **Site Walkthrough:** An organized physical tour of the 120 Pine Avenue facility will occur immediately following the conclusion of the briefing. Attendance is strongly encouraged to ensure a thorough understanding of current facility conditions.

C. Inquiries, Addenda & Specific Exceptions

- **Clarification Window:** All questions regarding the meaning or interpretation of this RFP must be submitted in writing via email to rgladney@albanyga.gov no later than **September 18, 2026, at 5:00 p.m.** Oral explanations are non-binding.
- **Addenda Acknowledgment:** Official responses, modifications, or timeline changes will be published as written addenda via the city procurement portal. Bidders must verify they have received all addenda, initial each copy, and include them in their submission package.
- **Explicit Exceptions:** If a respondent takes exception to any lease or purchase term, the exception must be explicitly isolated. Bidders must clearly write out what alternative business term is being offered so the City can meaningfully evaluate and rank it during scoring.

D. Mandatory Compliance Attachments

The following executed legal affidavits and certifications are attached to this RFP and must accompany each proposal inside the submission envelope. Submissions missing these signed documents will be deemed non-responsive:

1. **Certificate of Non-Collusion:** Verifying the bid was independently calculated.
2. **Governing Law and Venue Agreement:** Acknowledging local jurisdiction.
3. **Georgia Security & Immigration Affidavit:** Certifying active E-Verify registration (O.C.G.A. § 13-10-91) for the lead firm and any hired sub-trades.
4. **Drug-Free Workplace Certification:** Guaranteeing compliant facility operations.
5. **Debarment & Suspension Form:** Affirming eligibility for public asset transactions.
6. **Proof of Commercial Insurance:** A certificate or carrier letter demonstrating readiness to maintain Commercial General Liability insurance of at least \$1,000,000 per occurrence / \$2,000,000 annual aggregate, paired with a signed Indemnity Agreement.

SCOPE OF WORK & OPERATING PATHWAYS

SOLICITATION RFP #27-018

The Downtown Development Authority of Albany (DDA) is offering a flexible, multi-track procurement structure for the purpose-built beverage production and hospitality asset at 120 Pine Avenue. Respondents may submit proposals for a single operational pathway or a fully integrated concept. The DDA is prepared to execute either a Long-Term Commercial Lease or a Property Acquisition (Sale) based on the best overall value provided to the City of Albany. Link to additional drawings, equipment information, and photographs:

<https://www.dropbox.com/scl/fo/vvpagfuf7dlw70m75swlt/AEBXTNcEuNflstcDU-uFCQI?rlkey=dtwgkn574jdxp92td1x9ibf95&st=mg2d146f&dl=0>

PATHWAY 1: PRODUCTION & DISTRIBUTION OPERATOR (BACK-OF-HOUSE)

This track is designed for commercial beverage companies, contract manufacturers, and regional brands looking to utilize the industrial infrastructure of the facility.

- **Operational Footprint:** Exclusive use of the ~23,700 sq. ft. industrial footprint, including the primary production floor, sloped drainage systems, cellar footprint, loading docks, and mill room.
- **Infrastructure Platform:** Utilization of 12 existing cellar-vessel positions, independent glycol refrigeration lines, boiler systems, compressed air loops, and a dedicated 543 sq. ft. canning and packaging area.
- **Core Responsibilities:**
 - Fulfill all wholesale manufacturing, contract packaging, or private-label beverage operations.
 - Coordinate seamless facility access, deliveries, noise management, and shared utility loops if the public-facing taproom is operated by a separate entity.
 - Maintain strict compliance with the Federal Alcohol and Tobacco Tax and Trade Bureau (TTB), the FDA, and the Georgia Department of Agriculture.

PATHWAY 2: TAPROOM, HOSPITALITY & EVENT OPERATOR (FRONT-OF-HOUSE)

This track is designed for hospitality groups, restaurateurs, brewpub operators, or event developers focused entirely on high-margin consumer experiences.

- **Operational Footprint:** Exclusive use of the finished public-facing environments, including the tasting room, principal bar, customer seating layouts, dedicated merchandise zone, lobby, restrooms, warming kitchen, and outdoor courtyard/patio spaces.
- **Asset Inclusions:** Immediate integration with the installed 12-tap short-draw draft system, available front-of-house tables and seating, and a point-of-sale reach-in commercial cooler.
- **Core Responsibilities:**
 - Program premium on-premise beverage service, culinary offerings, retail sales, and recurring live entertainment or community events.
 - Secure all retail consumption licenses from the Georgia Department of Revenue and the City of Albany.
 - If production is handled by an independent Track 1 tenant, establish a formal, coordinated product-sourcing covenant to feature on-site manufactured beverages on tap.

PATHWAY 3: INTEGRATED FULL-FACILITY OPERATOR

This track is designed for entities possessing the capitalization and corporate scale to execute a unified, single-tenant activation of the entire brick-and-mortar footprint.

- Operational Footprint: 100% control of the 1.01-acre site, encompassing all production, packaging, cold storage, lab spaces, corporate offices, tasting rooms, and outdoor programming lawns.
- **Core Responsibilities:**
 - Execute an integrated business plan combining high-volume beverage manufacturing with a destination-scale taproom experience.
 - Assume single-point accountability for building maintenance, property security, equipment cleaning, waste sanitation, and utility overhead management.
 - Provide an all-inclusive financial capitalization architecture that balances wholesale distribution revenue with high-margin hospitality occasions.

SUMMARY OF TRANSACTION OPTION PATHWAYS

Bidders must explicitly declare their targeted business transaction track in their executive summaries:

1. **Long-Term Commercial Lease Track:** Propose a firm initial term, clear renewal options, an exact base monthly rent value, and a detailed allocation of capital maintenance obligations between the operator and the DDA.
2. Propose a definitive purchase price for the real estate and fixtures, specify an earnest money deposit amount, outline verified proof of available financing or equity, and define a strict closing timeline.
 -  **Mandatory Use Covenant & Deed Restriction:** Bidders are placed on formal notice that any sale of the 120 Pine Avenue property is **strictly conditional upon use**. The final deed transfer will contain binding, long-term restrictive covenants requiring the purchaser to permanently maintain and operate the front-of-house hospitality footprint and the event venue space. Proposals seeking to convert the facility away from consumer-facing hospitality, tourism, or public programming uses will be rejected automatically as non-responsive.
3. **Alternative Structural Proposals:** The DDA will evaluate commercially reasonable alternative models, such as alternating proprietorships, lease-to-own pathways, or phased facility occupancies, subject to complete approval by DDA Attorney Kirby Glaze and City Attorney Michael Custer. All alternative tracks must fully adhere to the mandatory hospitality and event use restrictions.

Procurement Milestone	Target Date / Time	Procurement Milestone	Target Date / Time
RFP Release Date	Sept. 1, 2026	Written Inquiry Deadline	Sept. 18, 2026, 5:00 PM
Pre-Proposal Conference	Sept. 9, 2026, 10:00 AM	Final RFP Addendum Issued	Sept. 22, 2026
In-Person Site Tour Window	Sept. 9, 2026 (Post-Meeting)	Sealed Proposals Due Date	Oct. 1, 2026, 5:00 PM EDT

****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 120 Pine Avenue facility under RFP #27-018]. 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 #27-018
Solicitation /Contract Name:	Albany Craft Beverage & Event Space

CONTRACTOR AFFIDAVIT

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

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

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

Federal Work Authorization User Identification No.
(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: _____