



05/06/2025

TO: All Potential Proposers

SUBJECT: Microbrewery and Tasting Room Operator

RFP #25-044

Proposal Due Date & Time: **May 23, 2025 @ 5:00 p.m. UPDATED DATE**

ADDENDUM NO. 4

The items contained in this addendum are added to and/or deleted from and become part of the specifications and proposal documents for the above-referenced Request for Proposal. Proposers **must acknowledge receipt** of the Addendum by marking the date received on their cover sheet and placing a signed copy of the Addendum in their proposal.

QUESTIONS AND ANSWERS

1. Can the due date for proposals be extended? *Answer: Yes, the deadline for submitting proposals has been extended to May 23, 2025, at 5:00 pm.*

End of Addendum 4

Ricky Gladney,
Buyer

Cc: Lequica Gaskins, Downtown Manager
Michael Eaton, Chief Financial Officer
Derrick Brown, Assistant City Manager

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04/25/2025

TO: All Potential Proposers

SUBJECT: Microbrewery and Tasting Room Operator

RFP #25-044

Proposal Due Date & Time: May 09, 2025 @ 5:00 p.m.

ADDENDUM NO. 3

The items contained in this addendum are added to and/or deleted from and become part of the specifications and proposal documents for the above-referenced Request for Proposal. Proposers **must acknowledge receipt** of the Addendum by marking the date received on their cover sheet and placing a signed copy of the Addendum in their proposal.

QUESTIONS AND ANSWERS

1. The RFP states that subletting is not acceptable. Are you open to the inclusion of additional business concepts within the brewery project such as a restaurant, retail element, or other ideas that support the revitalization of Downtown Albany? ***Answer: Yes, we are open to a comprehensive proposal that incorporates additional business concepts—such as a restaurant, boutique retail, or cultural space—as part of a unified and cohesive plan presented in the proposal response. We welcome proposals that reflect a multi-dimensional vision aligned with the Downtown Albany Master Plan and the Downtown’s “Visit, Live, Work, Play, Shop and Dine” model. A brewery has the potential to serve as a cornerstone for broader revitalization efforts, becoming a vibrant hub that draws residents, visitors, and complementary economic activity to the downtown core. To support this, we are open to thoughtfully integrated concepts including, but not limited to:***

- A full-service kitchen offering locally sourced cuisine to complement the brewery experience.***
- A retail area featuring curated merchandise that highlights Albany’s unique culture and craftsmanship.***
- Flexible event space for community programming, live performances, and artistic showcases.***
- Interactive features that engage guests with Albany’s history and foster civic pride.***

All proposed components should be clearly detailed in your submission, including how they align with downtown revitalization goals, support economic vitality, and contribute to a dynamic, community-centered destination in the heart of Albany.

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ADDITIONAL DRAWINGS

Supplemental drawings can be obtained at this link:

<https://www.dropbox.com/scl/fo/qf1i5h54qkp0xlx7g5li6/AFVXVw3zRcA5vveUA05FLpo?rlkey=bom1e2wsayw51tycyex2l8pb4&st=8uexpk6u&dl=0>

End of Addendum 3

Ricky Gladney,
Buyer

Cc: Lequrica Gaskins, Downtown Manager
Michael Eaton, Assistant Chief Financial Officer
Derrick Brown, Assistant City Manager

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04/23/2025

TO: All Potential Proposers

SUBJECT: Microbrewery and Tasting Room Operator

RFP #25-044

Proposal Due Date & Time: **May 09, 2025 @ 5:00 p.m. UPDATED DATE**

ADDENDUM NO. 2

The items contained in this addendum are added to and/or deleted from and become part of the specifications and proposal documents for the above-referenced Request for Proposal. Proposers **must acknowledge receipt** of the Addendum by marking the date received on their cover sheet and placing a signed copy of the Addendum in their proposal.

QUESTIONS AND ANSWERS

1. Can the deadline for proposals be extended? *Answer: Yes, the proposal due date has been extended to May 09, 2025.*

End of Addendum 2

Ricky Gladney,
Buyer

Cc: Lequrica Gaskins, Downtown Manager
Michael Eaton, Assistant Chief Financial Officer
Derrick Brown, Assistant City Manager

FINANCE



04/15/2025

TO: All Potential Proposers

SUBJECT: Microbrewery and Tasting Room Operator

RFP #25-044

Proposal Due Date & Time: April 24, 2025 @ 5:00 p.m.

ADDENDUM NO. 1

The items contained in this addendum are added to and/or deleted from and become part of the specifications and proposal documents for the above-referenced Request for Proposal. Proposers **must acknowledge receipt** of the Addendum by marking the date received on their cover sheet and placing a signed copy of the Addendum in their proposal.

QUESTIONS AND ANSWERS

1. What's the address for this property? *Answer: The address is 120 Pine Ave., Albany, GA 31701.*
2. Can an onsite walkthrough be scheduled? *Answer: Yes. The walkthrough has been scheduled for Friday, April 18th at 11:00 a.m. at 120 Pine Ave., Albany, GA 31701.*
3. What is the square footage of the building? *Answer: Approximately 21,800 square feet, the brewery includes dry and cold storage facilities and a dedicated tasting area.*
4. What are the outstanding loans and liens on the building now? *Answer: That information is outside of the scope of this RFP. Interested parties for the site are encouraged to submit their strongest proposals in alignment with the parameters outlined in the RFP. It is the City's desire for the most qualified operator for the property to be awarded the project. The collective focus remains on selecting an operator that can best serve the long-term vision for the site, and all decisions will be made with consideration for the legal and financial integrity of the project.*
5. Can a list of the equipment inside the building be disclosed? *Answer: The list is as follows:*
Brewery Equipment:
 - *BrewFab 30-barrel system – 3 brew lines.*
 - *Hurst Boiler – boiler room system.*

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- *Glycol cooling system*
 - *Piping to all tanks and brew line*
 - *Outside unit chillers*
- *Drive in cooler room in brewery*
- *Crown network alarm system*
- *Sprinkler system fire protection.*
- *Chem-Aqua water purification system*
- *Canning line*
- *External grain bin with auger system*

Taproom

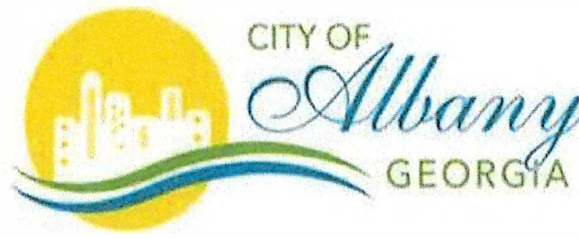
- *Two built in bars with kegerator systems and taps.*
 - *9 taps north bar*
 - *12 taps south bar*
- *Fans/lights/HVAC – all installed.*
- *Walk in cooler for kegs*
- *Sliding door cooler*
- *6 square top 4 seat tables with stools.*
- *2 wooden picnic tables.*

End of Addendum 1

Ricky Gladney,
Buyer

Cc: Lequrica Gaskins, Downtown Manager
Michael Eaton, Assistant Chief Financial Officer
Derrick Brown, Assistant City Manager

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**March 24, 2025
Request for Proposal Ref #25-044
Microbrewery and Tasting
Room Operator**

Sealed proposals will be received at the Procurement Office, **222 Pine Ave., Ste. 260, Albany, GA 31701** until **5:00 p.m. EDT, on April 24, 2025**, for the lease and operation of the microbrewery at **120 Pine Avenue**, currently owned by the City of Albany.

A **Pre-Proposal Conference** will be held on **April 3, 2025, at 10:00 a.m.** at the Government Center, located at **222 Pine Ave., Ste. 260, Albany, GA 31701**. **Following the meeting, a tour of the facility will take place.** The City of Albany strongly encourages all firms interested in this project to attend this meeting and site visit to assure each firm which submits a proposal has a comprehensive understanding of the site conditions and project requirements.

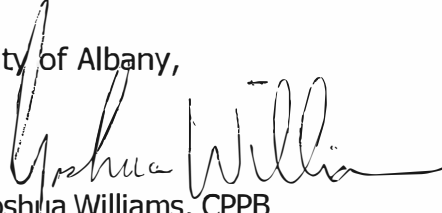
The City further encourages vendors to solicit and engage minority and disadvantaged businesses.

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, www.albanyga.gov 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 April 16, 2025, 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. **Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:** The consultant certifies, by submission of this proposal or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the consultant or any lower tier participant is unable to certify this statement, it shall attach an explanation to this solicitation.
2. Proposers must have been in business under the present company name for a minimum of one (1) year. The principals of the present company shall not have been declared in default on any contract under any other name within the last five (5) years. Individuals assigned to this project must collectively have at least five (5) years of experience on projects of similar scope and complexity.
3. The successful Proposer will be required to provide the Secretary of States Certification of Incorporation prior to award of contract.
4. **GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT:** The successful proposer will provide certification that they are in compliance with the Georgia Security and Immigration Compliance Act, certifying that the provisions of GA Law, O.C.G.A 13-10-91, Chapter 300-10-1, per the Georgia Department of Labor, if applicable, have been complied with in full. Pursuant to O.C.G.A 13-10-90(2), all subcontractors entering into a contract or agreement for hire on this Project must be registered and participate in the Federal Work Authorization Program.
5. **Certificate of Non-Collusion:** An executed copy of this form should accompany your submittal. (See Attached).
6. **Governing Law & Venue:** An executed copy of this form should accompany your submittal. (See Attached).
7. **Indemnity:** An executed copy of this form should accompany your submittal. (See Attached).
8. The contract resulting from acceptance of a proposal shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in the RFP.
9. **Lobbying:** All firms and their agents who intend to or have submitted responses to this solicitation are hereby placed on formal notice that lobbying of City of Albany Government employees or members of the Evaluation Committee with the intent to manipulate the Procurement process may result in the immediate disqualification of such firm by the City from further consideration for this project.

10. Any proposal may be withdrawn up until the date and time set for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of sixty (60) days or until one of the proposals has been approved by the City Commission, whichever occurs first, to sell to the City the services described in this RFP.
11. By submitting a proposal, the Contractor certifies that it has read and understands this Request for Proposals and has full knowledge and willingness to comply with the scope, nature, quantity and quality of the work to be performed, the detailed requirements of the services to be provided and the conditions under which the services are to be performed.
12. **Termination for Convenience:** This contract may be terminated in whole or in part by the City of Albany with the consent of the contractor in which case the two parties shall agree upon the termination conditions, including the effective date in the case of partial termination, the portion to be terminated or by the contractor upon written notification to the City of Albany setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the City of Albany determines that the remaining portion of the award will not accomplish the purposes for which the contract was awarded, the City of Albany may terminate the contract in its entirety.
13. **Termination for Cause:** In the event that the contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material. The City may, in its discretion, provide the contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, the contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the contractor, unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the contractor to cure the default the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminates the contract, the contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.
14. **Excusable Delay:** The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

15. **Offeror Responsibility:** Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.
16. **Affirmative Action:** The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
17. **Prime Contractor Responsibilities:** The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The City will consider the Contractor to be the sole point of contact with regard to contractual matters.
18. **Ownership of Material:** Ownership of all data, material, and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

The mailing address is P.O. Box 447, Albany, Georgia 31702, however, the City of Albany assumes no responsibility for submittals received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason.

The submittal must be signed by an official authorized to bind the offeror. Any submittal received after the stated time and date will not be considered and will be returned unopened to the firm.

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

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

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

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

Any or all of the firm(s) may be requested to expand on their response and/or make a

formal presentation. However, The City of Albany reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially as the most responsive on which the firm can propose.

The evaluation team will make a recommendation to the City Commission for contract award. The City of Albany reserves the right to reject any and all proposals submitted in response to this RFP, in whole or in part, and to award a contract pursuant to this RFP or cancel this RFP if it is considered to be in the best interests of the City of Albany. The City of Albany further reserves the right to make changes to this RFP at any time by issuance of written addendum/addenda, amendments(s) or clarification(s).

20. **SUBMITTAL REQUIREMENTS:** The response must be concise and clear. Unnecessary elaborate brochures or other presentations beyond sufficient substance to present a complete and effective response are not advised.
- A. Introduction: Provide general company information including the address of the local office and company history evidencing business operation for a minimum of one (1) year.
 - B. Staff Qualifications: Provide an organizational chart that illustrates how the company is organized and managed. Provide resumes of those key staff members who will be completing the work with detailed relevant project experience. This submittal should demonstrate the background experience of each individual and provide a description of professional status or applicable certification(s). Two-page limit on individual resumes.
 - C. Company Qualifications/References: Provide a list of a minimum of three (3) representative projects of comparable “or” similar type work completed that would demonstrate your ability to successfully operate this type of business model. Provide a brief description of the project, project start and completion dates, client name, address, contact person, telephone number, and key staff member's name and responsibility. Submit a reference letter from the (3) representative projects listed, attesting to satisfactory performance of completed work.
 - D. Schedule: Provide a timeline for the completion of this work and relevant evidence to attest to the Company's ability to fulfil this contract in a timely matter.
 - E. Project Approach: Provide a brief narrative of the company’s plan to perform and complete this contract within the guidelines provided.
 - F. Addendum Acknowledgement: Addendums that are added to and/or deleted from the RFP and documents must be acknowledged by placing an initialed copy of the addendum within your proposal and listing the date received on your cover sheet.

Evaluation Criteria

1. Firm Qualifications (20%)

Each proposal should describe the firm's areas of specialization, identify the firm's legal structure and ownership, size of the firm, and specify the length of time the firm has been in business. The principals and associates who would be involved in this project should be identified, with details of the relevant qualifications and experience of these principals and associates. The qualifications and experience of other key team members, including architects, engineers and construction managers, should also be included.

The proposal should provide a list of successful projects, completed or underway, of a similar scope and size, and list awards, special recognition, and distinctions achieved by your firm. Separate firm profiles should be submitted for each firm if the proposal is a joint venture or partnership of two or more entities.

2. Project Approach (15%)

The proposal should include a narrative outlining your firm's approach to development of historic buildings, highlighting the strategy and process whereby your firm will accomplish the City's Objectives for this project. The narrative should detail the ideal development of the subject property, specifically identifying the contemplated adaptive reuse of each of the building's three floors.

The narrative should further describe the overall scope of the project, set forth a timeframe within which the project would commence and be completed, to include a construction schedule, and include any other relevant information. The construction schedule should demonstrate your firm's readiness and ability to meet schedules, control costs, and effectively resolve problems which are frequently encountered in the rehabilitation of historic properties.

Redevelopment may involve the addition of elevator access to enhance usability. Significant features, such as key architectural elements, should be retained to accentuate the building's historic character while adapting it for modern use. The opportunity to incorporate and recover original elements, such as flooring, light fixtures, and metal work, should be exercised.

Illustrations of the contemplated site plan, to include alterations to exterior and design for the interior, to include retail and residential spaces and apartments or guest rooms, as well as any other amenities, will assist in evaluating your firm's proposal.

3. Experience with Similar Projects (20%)

List and describe your firm's experience with historic rehabilitation to adaptively reuse historic buildings in downtown areas; including whether or not historic tax incentives were used. Provide the general dollar amount of each project and explain how the design and redevelopment of these similar projects maintained the historical integrity of the existing building while providing modern amenities and services.

List firm projects in which government funding, particularly NMTC, HTC, and CPACE, has been utilized. Recount the application and approval process, explain what requirements were imposed as a condition of securing these funds, and identify the amount and source allocated for each project.

4. Budget and Funding Sources (15%)

The proposal should set forth a budget for the project, to include costs for design, permits, insurance, construction, and furniture, fixtures and equipment. The proposal should also identify anticipated sources of funding, your firm's strategy for accessing government funding, and list any financial partnerships. The City is particularly interested in the level of equity participation each firm is prepared to commit to the project, and this figure should be included in the proposal.

5. Professional References (15%)

Provide contact information (names, telephone numbers, addresses, and e-mail) for representatives of at least three projects completed by your firm, so that the City can obtain feedback of past work and customer satisfaction.

6. How Does Proposal Meet Objectives (15%)

Each proposal will be evaluated based on alignment with the Objectives for the project.

Requirements and Schedule

Respondent(s) are advised that, from the date of release of this RFP until award of the contract, NO contact with City 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 respondent's submittal.

Respondent(s) 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, and shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Executed copies of the Certificate of Non-Collusion and Governing Law and Venue should accompany each proposal. (See attached).

A Pre-Proposal Conference will be held on **April 3, 2025, at 10:00 a.m.** at the Government Center, located at **222 Pine Ave., Ste. 260, Albany, GA 31701**. Following the meeting, a tour of the Microbrewery will take place. The City strongly encourages all firms interested in this project to attend this meeting and site visit to assure each firm which submits a proposal has a comprehensive understanding of the site conditions and project requirements.

Explanation(s) desired by respondent(s) regarding the meaning or interpretation of this RFP must be requested from the Procurement Office, in writing, no later than December 19, 2024, by 5:00 p.m. The request for additional information or clarification must contain the respondent's name, address, phone number, and facsimile number. Requests will be accepted by e-mail to rgladney@albanyga.gov, jswilliams@albanyga.gov, and kross@albanyga.gov.

Respondent(s) may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. All exceptions taken must be specific, and the respondent must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank its proposal. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the respondent furnish the information described herein or negotiate an acceptable alternative. Where exceptions are permitted, the City shall determine the acceptability of the exceptions, and the proposal will be evaluated based on the proposal as submitted. Should a respondent take exception where none is permitted, the proposal may be rejected as non-responsive.

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. Respondents 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 addendum issued, the last addendum issued will prevail.

It is the respondent's responsibility to be sure all addenda are received. The respondent should verify with the designated contact person, prior to submitting a proposal, that all addenda have been received. Respondents 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.

Submit one (1) digital version, in PDF format, and seven (7) printed copies of your proposal on company letterhead, signed by a duly authorized official of the firm. Submittals should be clearly marked on the outside as "**RFP #25-044 Microbrewery and Tasting Room Operator**". Sealed proposals will be received at the Procurement Office, 222 Pine Ave., Ste. 260, Albany, GA 31701 until **5:00 p.m. EDT, on April 24, 2025**, at the City of Albany Procurement Office, 222 Pine Ave., Ste. 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 assumes no responsibility for submittals received after the Proposal Due Date 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 firm verify delivery. Any submittal received after the Proposal Due Date will not be considered and will be returned unopened to the firm.

No proposal shall be accepted from, nor will any contract be awarded to, any respondent who is in arrears to the City 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.

The respondent may withdraw a proposal submitted by providing a written request to withdraw the proposal to the Procurement Office prior to the Proposal Due Date. Withdrawal of a proposal will not cause prejudice or interfere with the right of the respondent to submit a new proposal, provided the latter is received by the Proposal Due Date. No proposal may be withdrawn for a period of sixty (60) days following the Proposal Due Date.

Upon receipt, proposals shall become the property of the City, for disposition or usage at the discretion of the City. No payment will be made for any proposals received, or for any other effort required of or made by the respondent(s) prior to commencement of work as defined by a contract approved by the City of Albany Board of Commissioners. All expenses involved with the preparation and submission of proposals, or any work performed in connection therewith, shall be borne by the respondent(s).

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. The PAG will rank the qualified firms based on the data submitted.

The City of Albany Board of Commissioners will schedule interviews of firms, based upon the ranking of the PAG, during which each firm will be afforded an opportunity to make a formal presentation regarding its qualifications to perform the project and otherwise demonstrate its ability to meet the Evaluation Criteria. The top ranked firms will be selected for final negotiations.

It is anticipated that the contract will be awarded Late-March 2025. The City will evaluate proposals, at its sole and absolute discretion; reserves the right to waive any informality or irregularity not affected by law; and reserves the right to reject any or all proposals.

The firm which is awarded the contract for purchase and development of the subject property (Successful Proposer) will:

- a) 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 the negligence of its sub-contractors, and indemnify the City on account of such claims, and 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 Successful Proposer's violation or failure to comply with any valid law, ordinance or regulation of the United States, State of Georgia, or the City, including the Federal Occupational Safety and Health Act of 1970, as amended from time to time, or any federal regulation adopted pursuant thereto, and the Georgia Workers' Compensation Act. The firm will be required to execute an Indemnity Agreement. (See attached).
- b) procure and maintain in force, at its expense, liability insurance including General, Automobile, 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.
- c) provide certification that the firm is in compliance with the Georgia Security and Immigration Compliance Act, certifying that the provisions of OCGA § 36-60-13, per the Georgia Department of Labor, if applicable, have been completed in full. Pursuant to OCGA § 36-60-13 all subcontractors entering into a contract or agreement for hire on the project must be registered and participate in the Federal Work Authorization Program. (See attached).
- d) provide certification that a Drug Free Workplace will be provided on the project. (See attached).
- e) provide certification that neither the firm nor its principals, nor any subcontractor, are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Department or agency. (See attached).

The City shall have the right to terminate any contract to be made hereunder for its convenience by giving the Successful Proposer sixty (60) calendar days written notice of the City's election to do so and by specifying the effective date of such termination. The Successful Proposer shall be paid for its services through the effective date of such termination.

If the Successful Proposer shall fail to fulfill any of its obligations hereunder, the City may terminate the agreement with said firm for such default by giving written notice to the Successful Proposer. If this agreement is so terminated, the Successful Proposer shall be paid only for work satisfactorily

completed. The City shall, prior to exercising this option, afford the Successful Proposer an opportunity to cure the default per the conditions outlined in the contract between the City and the Successful Proposer.

ANTICIPATED SCHEDULE (some dates are tentative)

RFP released: March 24

RFP responses due: April 24, 2025 - Shortlist announced: May 9, 2025

RFP addendum published: Mid-April 2025

Responses to RFP addendum due: April 18, 2025

Anticipated award and contract execution: Late-May 2025

Possible Notice to Proceed: June 2025

Soft Opening: July 2025

Grand Opening: August 2025



Downtown Albany Request for Proposal

Ref.#25-044

MICROBREWERY AND TASTING ROOM OPERATOR



Introduction

The Downtown Development Authority (DDA) of Albany, Georgia, is seeking a qualified, experienced, and successful brewing industry partner to submit proposals for the lease or purchase of the facility previously operated as Pretoria Fields Microbrewery, a state-of-the-art facility located in the vibrant downtown district of Albany. This unique property is designed to support craft brewing operations and offers an exceptional platform for growth in the food and beverage industry.

Collaboration is key to this partnership. The chosen brewing partner will be expected to work closely with local stakeholders to support research and development initiatives while showcasing the capabilities and innovation of the onsite microbrewery.

The DDA invites all interested and qualified firms to respond to this Request for Proposals (RFP). At the conclusion of the RFP process, the DDA will recommend to the City one firm to serve as the operator of this state-of-the-art production microbrewery and tasting room, contributing to the continued growth and success of downtown Albany.

About the Facility:

Pretoria Fields Microbrewery is equipped with essential utilities, including water, gas, electricity, and sewage, and has been upgraded with specialized systems to support industrial brewing and beverage production. These enhancements ensure operational efficiency and compliance with industry standards, making it an ideal space for established businesses or startups looking to expand.

Key Features and Amenities

- **Prime Location:** Situated in the heart of downtown Albany, providing excellent visibility and access.
- **Modern Utilities:** Fully upgraded water filtration, gas supply, electrical capacity, and wastewater management systems.
- **Event and Outdoor Spaces:** Includes a spacious outdoor patio and dedicated event hosting areas.
- **Customization Potential:** Flexible spaces that can be tailored to meet specific operational needs, whether for production, retail, or events.
- **Expansion Opportunities:** Room for growth, enabling future scaling of operations.

This RFP seeks visionary and innovative proposals that align with the character of Albany's downtown revitalization efforts and capitalize on the brewery's unique

features. Proposals will be evaluated based on criteria including business feasibility, alignment with community goals, and the potential for economic impact.

We invite qualified individuals or organizations to submit their proposals for this exciting opportunity to bring new life and energy to the Pretoria Fields Microbrewery and downtown Albany.

The City and Microbrewery

The Pretoria Fields Microbrewery building, a prominent landmark on Pine Avenue in Downtown Albany, GA, stands as a front-facing operation adjacent to The Flint Restaurant. The brewery features an adjacent tasting room that offers views of a spacious lawn area, providing seamless access to nearby dining options. Spanning approximately 21,800 square feet, the brewery includes dry and cold storage facilities and a dedicated tasting area.

The facility's extensive outdoor space further enhances its appeal, making it an ideal venue for live entertainment and community gatherings.

The brewery is situated near notable attractions such as the Flint RiverQuarium and the scenic River Front Park along the Flint River, making it a central feature of the downtown Albany experience. The area is poised for growth, with plans for new shops, dining options, and a boutique hotel, signaling a vibrant future for downtown Albany. As one of the largest multi-use properties in the area, the building is positioned to play a pivotal role in downtown redevelopment by collaborating with the community as a strategic priority.

The brewery operator will have access to a state-of-the-art on-site brewing facility, including a laboratory for culturing and propagating yeast and evaluating sensory characteristics to maintain product quality and innovation. Detailed floor plans of the brewery are provided, showcasing the layout of the brewing area, tasting room, and outdoor spaces. These plans, while subject to adjustment, offer a comprehensive overview of the facility's size and orientation, further highlighting its potential as a cornerstone for both community engagement and downtown revitalization.

Significant upgrades and investments have been made to the facility's systems to cater specifically to the demands of brewing and related activities. These enhancements include:

- **Water System Upgrades:** Enhanced water filtration and distribution systems to meet the specific quality standards required for brewing.



- **Gas Supply Enhancements:** High-capacity gas connections installed to support industrial-grade brewing equipment.
- **Electrical Improvements:** Updated electrical systems with increased capacity to accommodate energy-intensive brewing and refrigeration operations.
- **Sewage and Wastewater Management:** Upgraded sewage infrastructure to efficiently handle wastewater generated during brewing processes, ensuring compliance with environmental standards.

These investments support the facility for growth and innovation in the food and beverage industry.

The microbrewery zoning classification is C-3. The designation allows eating and drinking establishments, except bars and nightclubs. This zoning designation is fully compatible with brewery operations, permitting industrial processes and food and beverage manufacturing as allowed uses

The property also benefits from pre-existing permits and special allowances that streamline operations for a brewery:

- **Zoning Permits:** The zoning classification allows for brewing, packaging, and distribution activities without requiring additional rezoning or conditional use permits.
- **Alcohol Production and Sales:** Existing permits cover both the production of alcoholic beverages and on-site retail sales, including a taproom for customer engagement and direct sales.

- **Utility Capacity:** Infrastructure has been evaluated and approved to meet the demands of food and beverage manufacturing, including adequate water supply and wastewater management systems.
- **Environmental Compliance:** Pre-approved wastewater and effluent management permits ensure brewery operations align with local environmental regulations.

These features position the building as a fully operational, regulatory-compliant facility optimized for craft brewing and related activities.

The microbrewery offers convenient parking options for both customers and staff:

- **Customer Parking:** Ample parking spaces are available providing easy access to the main entrance.
- **Staff Parking:** A small parking area is located at the rear of the building ensuring secure and convenient access to the facility for staff members if needed.
- **Overflow Parking:** Additional parking options are available in nearby public lots to accommodate peak times and special events. This option should be approved and established between the brewery tenant and by the owner of the parking lots, parking decks or designated property owners.

Accessibility Features

The microbrewery is committed to ensuring an inclusive and welcoming environment for all visitors:

- **ADA Compliance:** The facility is fully compliant with the Americans with Disabilities Act (ADA), featuring wheelchair-accessible entrances, restrooms, and designated parking spaces close to the main entrance.
- **Public Transit:** Conveniently located near public transit routes, the brewery is accessible via several bus stops within walking distance, providing an alternative for customers and staff without personal vehicles.
- **Pedestrian-Friendly Access:** Situated in a walkable downtown area, the brewery is easily accessible for visitors exploring the neighborhood on foot.

These features are part of Pretoria Fields Microbrewery's dedication to providing a welcoming and accommodating space for everyone

Unique Amenities

The facility also offers several unique amenities that enhance its value and versatility:

- **Outdoor Spaces:** A spacious outdoor patio area perfect for hosting events, tastings, or community gatherings.

- Event Hosting Areas: Dedicated spaces within the building designed for private or public events, providing additional revenue opportunities.
- Customizable Spaces: Flexible layouts that allow potential tenants to customize areas to suit their specific needs, whether for expanded brewing capacity or complementary business operations such as a taproom or restaurant.
- Equipment: The brew equipment was manufactured by “Brew Fab” and is a 30-barrel system with three-line capacity.
 - The boiler is a “Hurst Boiler” system.
 - The building has a chiller and glycol cooling system for the brew tanks and holding tanks for the brewery facility.
 - There is a large walk-in cooler in the brewery side as well as keg coolers for the taproom.

With its strategic location in a growing downtown area and a layout designed for scalability, the property provides opportunities for future expansion. This includes room for additional brewing equipment, expanded seating or event spaces, and other tenant-specific modifications.



Proposal Requirements:

1. Scope of Operations

To better understand the plans envisioned for the brewery or brewpub, we kindly request the following details:

A. Type of Operation:

Will this facility operate as a brewery (focused on production and distribution) or as a brewpub (offering on-site food and beverage service)?

If a brewpub, will there be a specific menu concept or cuisine focus to complement the beverages?

B. Production Capacity:

What is the estimated annual production capacity (in barrels) for the brewery?

Are there plans for small-batch or specialty brews alongside standard offerings?

C. Target Customer Base:

Is the primary focus on local customers, regional distribution, or a combination of both?

Are there specific demographics or markets being targeted (e.g., tourists, craft beer enthusiasts, families)?

2. Business Plan

Applicants are required to submit a comprehensive business plan that outlines the following key components:

- a. Executive Summary: Provide an overview of the business concept, goals, and vision.
- b. Operational Strategy: Detail the proposed operations, including production, marketing, and distribution plans.
- c. Market Analysis: Include an analysis of the target market, competitors, and anticipated demand.
- d. Sustainability Practices: Describe any environmentally conscious or sustainable practices that will be integrated into operations.
- e. Financial Projections
- f. The business plan must include detailed financial projections, with a focus on the following:

- g. Projected Revenues: Provide estimates of revenue for the first 3-5 years of operation, with key assumptions clearly stated.
- h. Initial Investments: Outline the initial capital required, including a breakdown of startup costs.
- i. Operational Costs: Include expected ongoing costs such as utilities, labor, and materials.
- j. Profitability Timeline: Highlight the expected timeline for achieving profitability.
- k. Additional Financial Documentation
 - l. Include a cash flow statement, balance sheet, and profit and loss statement for the first three years.
 - m. Specify any funding sources, grants, or loans anticipated to support the business.

Submission Requirements

Proposals must address all sections comprehensively and provide clear, concise, and well-supported financial and operational details. Please include any supporting documents necessary to substantiate your projections.

3. Experience and Qualifications

Applicants are encouraged to provide a detailed account of their previous experience in operating similar businesses. This section should highlight:

A. Business Operations:

- A summary of past projects or businesses of a similar nature, including the scale and scope of operations.
- Specific industries or markets served, particularly in relation to [specific industry, e.g., food and beverage, retail, etc.].
- Examples of overcoming challenges or achieving significant milestones in comparable ventures.

B. Key Achievements:

- Notable accomplishments or recognitions related to the applicant's experience in the field.
- Any measurable impacts, such as revenue growth, market share expansion, or efficiency improvements.

C. Team Expertise:

- Profiles of key team members, outlining their relevant skills, roles, and expertise.

- Specific certifications, training, or qualifications relevant to the business or industry.

D. References:

- Provide contact information for at least two professional references who can verify the applicant's qualifications and performance in previous endeavors.

4. Community Engagement Plans

Applicants are requested to outline how the brewery will engage with the local community and contribute to its growth and development. This section should address the following key points:

A. Community Involvement:

- Describe specific initiatives or programs aimed at fostering community connections (e.g., local events, sponsorships, or partnerships).
- Plans to support local organizations, charities, or causes.

B. Local Economic Impact:

- Outline strategies to create employment opportunities for residents.
- Provide details on sourcing materials or services from local suppliers.

C. Educational Opportunities:

- Highlight any plans to provide educational workshops, tours, or events that promote understanding of the brewing process or industry.
- Describe efforts to engage local schools, colleges, or workforce development programs.

D. Cultural Contribution:

- Explain how the brewery will enhance the cultural and social fabric of the community (e.g., hosting events, supporting the arts, or celebrating local heritage).

E. Sustainability and Inclusivity:

- Discuss measures to ensure environmentally sustainable practices that benefit the community.
- Plans to create an inclusive environment that welcomes diverse groups and fosters a sense of belonging.

Applicants are encouraged to provide specific examples, projected outcomes, and timelines for their proposed community engagement initiatives. Demonstrating a clear commitment to the local community will be a key factor in evaluating proposals.

Opportunities and Requirements

At the conclusion of the RFP process, the Downtown Development Authority (DDA) intends to select a single company to operate the brewery and tasting room. The selected operator will enter into a lease and related agreements with the DDA encompassing the lease of the space, facility upfit, and ongoing operations. The operator will have the exclusive right to establish and run an on-site production brewery with an integrated tasting room under the terms of the lease.

The brewery space is designed to accommodate a 30-barrel production system. The brewery will be maintaining continuous operations thereafter, seven days a week. While reasonable holiday closures will be permitted, the operator must be prepared to meet high customer demand during peak times, including football weekends, commencements, and major community events. Licensing restrictions may also require that this demand be met solely through on-site production.

The operator will be responsible for securing all required permits and approvals, including a final certificate of occupancy, health permits, business licenses, and appropriate licenses from the ABC Board. While the DDA will cooperate in facilitating these approvals, the operator will bear ultimate responsibility for their acquisition. Additionally, the operator will furnish, install, and maintain all necessary equipment, fixtures, and furnishings required to run the brewery and tasting room. These items must be replaced or restored as needed throughout the lease term and surrendered to the DDA at the lease's conclusion unless otherwise agreed upon.

The operator will manage all aspects of staffing, including hiring, supervision, payroll, and insurance for brewery employees. For the tasting room, the operator may choose to staff it with their own employees or employees of a DDA designee. The operator is expected to uphold performance standards that align with the City of Albany's expectations, ensuring a high-quality, community-focused operation that supports the city's vision for revitalization.

1. Term

The lease term will be seven years, renewable upon mutual agreement of the parties. The operator will not be guaranteed a lease renewal or extension.

2. Compensation to Downtown Albany, GA

The operator will be expected to make a competitive up-front payment for use of the space and other reasonable performance-based payments to be negotiated by the parties.

3. Pouring Rights

The operator will be granted pouring rights for the products in the dining area and tasting room. The parties may agree on pouring rights in other catering venues, such products typically will be produced by the operator in partnership with the DDA. As part of this RFP, the operator will not be awarded pouring rights outside of the venue. However, the operator may participate in any future opportunities in those venues that may arise.

4. Utilities

Gas, electricity and water will be available within the microbrewery and tasting room. The selected tenant is responsible for any and all utility expenses.

5. Signage and Marketing

The operator and the DDA will collaborate to identify suitable signage opportunities within the city, as well as in print materials and other marketing media that highlight educational partnerships between the DDA and the operator. The DDA will retain final authority to approve all signage.

6. Use of the Brewery and Tasting Room

The operator will be expected to make the brewery and tasting room available for City-affiliated and educational opportunities including tours, training and development opportunities, as agreed by the parties on an annual basis. As part of that process, the DDA and the operator will execute annual agreements that address specific needs. The operator and the DDA also may collaborate on seasonal beers with appropriate revenue-sharing arrangements.

7. Use of Marks and Branding

The operator will have the right to use a name of their choosing, along with other selected marks and brand-related imagery, on taps located within the brewery and tasting room. However, the operator may be required to execute an appropriate agreement with the DDA's licensing agent to formalize these permissions.

This RFP does not grant any rights to use the DDA's property beyond what is explicitly stated herein. Additionally, this RFP does not include a license for co-branded products intended for distribution outside the City of Albany. The operator may have the opportunity to participate in future initiatives involving these assets, should such opportunities arise.

8. Other Customary Terms

The lease will include commercially reasonable and customary terms, such as insurance requirements, indemnification, liability provisions, and termination clauses. The operator will not be permitted to assign the lease to a third party or sublease the brewery or tasting room spaces.

9. RFP Selection Process

The selection process for this RFP will be conducted in multiple phases. Initially, the DDA will evaluate all submitted proposals and develop a shortlist of qualified respondents. As part of this evaluation, the DDA may conduct interviews with some or all respondents to determine the shortlist. Shortlisted firms will receive a more detailed RFP addendum and will be invited to participate in further discussions and interviews. The DDA reserves the right to request best-

and-final offers from shortlisted respondents and/or enter into negotiations with some or all of them.

To be considered for the shortlist, firms must submit a response to this RFP in accordance with the specified requirements and deadlines.

Selection Criteria

The DDA will select respondents for its shortlist according to the following criteria:

- Relevant successful experience operating tasting rooms at on-site production facilities;
- Appropriate qualifications, including eligibility for membership in the Brewers Association for Small and Independent Craft Brewers;
- Excellent industry reputation regarding product quality and innovation;
- Demonstrated successful distribution experience, locally and/or regionally (at minimum);
- Competitive initial financial proposal for up-front payment to the DDA;
- Suitability and quality of initial proposal regarding design concepts and equipment;
- Completeness, quality and responsiveness of RFP response;
- Ability to comply with permitting and requirements imposed by law or the DDA;
- Familiarity with the Albany area and prior experience with the city's collaborations;
- Other creative solutions and proposals that contribute to the success of the brewery.

RFP PROCEDURES AND CONDITIONS

This RFP is subject to the following conditions:

Proprietary Rights:

Respondents acknowledge that submission of responses to this RFP does not grant any proprietary rights over concepts, ideas, or materials shared with the Downtown Development Authority (DDA). The DDA reserves the right to incorporate any concepts or ideas shared in RFP responses into future solicitations or projects without obligation to the Respondent.

Georgia Open Records Law Compliance:

All submissions made under this RFP will be subject to disclosure under Georgia's open records law. Respondents are advised that their submissions may be released to the public upon conclusion of the RFP process.

Interviews and Discussions:

The DDA reserves the right to engage with Respondents through interviews and discussions following the submission of their proposals. These engagements may occur in both group settings and one-on-one meetings as deemed necessary by the DDA.

Withdrawal of Proposals:

Respondents may withdraw their proposals at any point before the official deadline for the opening of submissions.

Authorized Solicitation:

No department, company, or individual outside of the Procurement division is authorized to solicit official proposals. All RFP-related solicitations are conducted under the direct supervision of the Chief Financial Officer, in strict compliance with the City's established policies and procedures.

Agreement Requirements:

The selected operator must enter into agreements that fully comply with Georgia state laws and DDA policies. These agreements will outline the terms and conditions required for the successful execution of the project.

Oral Presentations:

Proposers whose submissions meet the outlined selection criteria and are considered most advantageous to the DDA may be invited to deliver an oral presentation to a designated selection committee. The Procurement division will coordinate and schedule these presentations as necessary.

- The DDA is committed to the development of Small Business and Small Disadvantaged business (SB & SDB) suppliers. If subcontracting is necessary, the supplier will make every effort to use SB & SDB in the performance of this contract. Reporting will be required throughout the duration of the contract, indicating the extent of SB & SDB participation.
- The Suppliers shall indemnify, defend, and hold harmless the DDA, its officers, agents, and employees from any claims, damages, and actions of any kind or nature arising from or caused by the use of any materials, goods, equipment, or services furnished by the Supplier, provided that such liability does not attribute to the sole negligence of the DDA.
- Read and comply with all instructions, specifications, General Terms and Conditions, and Bid Conditions.

INSTRUCTIONS TO RESPONDENTS

Submission of Questions and Responses**1. Question Submission:**

All inquiries and requests for clarification regarding this RFP must be submitted exclusively through the Procurement Division. Respondents are advised not to contact other departments or personnel directly regarding this RFP to ensure a fair and transparent process.

2. Response Submission Deadline:

Responses must be submitted no later than the deadline specified in the RFP. Late submissions will not be accepted under any circumstances.

Response Contents and Format

1. Integrity of Questions and Information Requests:

Questions and requests for additional information provided by the DDA must not be rearranged, regrouped, or altered in any manner. Respondents are expected to address all inquiries in the format provided to ensure consistency and clarity.

2. Ownership of Data and Confidentiality:

All data, materials, and documentation generated or prepared in response to this RFP become the sole property of the City of Albany. While trade secrets or proprietary information will not be publicly disclosed, Respondents must submit a written notice that explicitly identifies such information and provides a rationale for its confidentiality. Failure to comply with this requirement may result in the disclosure of sensitive information under Georgia's open records law.

3. Oral Presentations (Optional):

- Suppliers may be required to deliver an oral presentation of their proposal to clarify or elaborate on their submissions. These presentations are solely for the purpose of explanation and fact-finding and will not involve negotiation.
- The DDA will coordinate and schedule the time and location of any presentations.
- Proposals should be thorough and complete, as oral presentations are at the discretion of the DDA and may not be requested.

4. Acceptance of RFP Terms:

Unless explicitly stated in the response, all Suppliers are assumed to accept the terms and conditions outlined in this RFP and any issued addenda without exception.

Respondents must organize their submissions into clearly labeled sections, following the tabular and paginated format specified below.

- Tab 1: Statement of Interest

A concise statement detailing the Respondent's interest in the project and understanding of the DDA's goals and objectives.

- Tab 2: Qualifications

- Overview of company history and experience.
- Description of existing brewing operations and distribution footprint.

- Information on owned and/or operated retail establishments, such as brewpubs or tasting rooms.
- Tab 3: Contact Information
Names, titles, and contact details of individuals responsible for the response.
- Tab 4: Conceptual Layout and Design
A preliminary description and/or sketch of the proposed layout for the microbrewery and tasting room spaces, including expected design, utility, and construction requirements.
- Tab 5: Equipment and Furnishings
A list of major equipment and furnishings necessary to operate the proposed microbrewery and tasting room spaces.
- Tab 6: Staffing Plan
An initial staffing plan, including a preference statement regarding the management and operation of the tasting room.
- Tab 7: Academic and Research Collaborations
A description of potential opportunities for academic and research partnerships with the DDA or other relevant institutions.
- Tab 9: Additional Proposals
Any additional solutions, concepts, or innovative ideas for the DDA's consideration.

ANTICIPATED SCHEDULE (some dates are tentative)

RFP released: March 24, 2025

RFP responses due: April 24, 2025 - Shortlist announced: May 9, 2025

RFP addendum published: Mid-April 2025

Responses to RFP addendum due: April 18, 2025

Anticipated award and contract execution: Late-May 2025

Possible Notice to Proceed: June 2025

Soft Opening: July 2025

Grand Opening: August 2025

****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 [_____].

WHEREAS, [_____] has submitted a bid to ALBANY so as to provide [describe the service, products(s)_____].

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 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.

[_____] 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.:	25-044
Solicitation /Contract Name:	Microbrewery and Tasting Room Operator

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: _____