

REQUEST FOR PROPOSALS

PROJECT NAME: “Historic Eatonton Hotel”

PROJECT DESCRIPTION: The proposed project consists of the renovation and restoration of the Historic Eatonton Hotel building, located at 108 South Madison Avenue, Eatonton, Putnam County, Georgia, on the historic courthouse square (the “**Property**”), such that the Property will be then utilized by the successful Responder for the operation of one or more businesses, to include hotel or residential accommodations and one or more restaurant or retail establishments (hereinafter the “**Project**”).

OWNER: Putnam Development Authority currently owns the Property.

DATE: September 16, 2022

PRIMARY CONTACT: Matt Poyner, Executive Director
Phone: (478) 747-2219
mpoyner@putnamforward.dev

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- 1. Introduction:** The Putnam Development Authority (the “**Authority**”) owns the Property. The successful proposal will supply information about the Responder’s offered purchase price for the Property, including the amount of earnest money deposit and any proposed commission payable, as well as the responses to this Request of Proposal demonstrating the proposals plans for the Property and ability to carry out the Project (“**RFP**” or “**Request**”).

The area surrounding the Property has other businesses adjacent. The Authority wishes to maximize return on the Property and implementation of the Project while disrupting or disturbing neighboring owners and businesses as little as possible; proposals should address how disruption to nearby properties will be minimized.

The Authority is a development authority and public body corporate and politic duly created by local amendment to the Georgia Constitution, 1968 Ga. L. p. 1860, continued by 1985 Ga. L. p. 3955 (collectively, the “**Act**”), the area of operation of which is Putnam County, Georgia (the “**County**”). The Authority was created by and duly exists pursuant to the Act for the public purposes of promoting and expanding for the public good and welfare industry and trade within the County and reducing unemployment to the greatest extent possible, and has the power to encourage and promote the expansion and development of industry, agriculture, trade, and commerce and the facilities therefor in the territorial limits of the County, and to make long range plans therefor, to relieve

insofar as possible, unemployment within its boundaries, and specifically was granted to the powers to develop, improve, own and operate properties such as the Property.

2. **Responsive Proposal Procedure**

- A. All proposals are due in writing to the Primary Contact on or before 3:00 p.m., December 13, 2022. Please provide proposals in proposal form to the contact address provided above through the methods set forth below.
- B. Parties interested in obtaining this RFP should send an email to the Primary Contact and request copies of the same be emailed to them.
- C. For party which is interested in submitting a proposal for the Project, there will be a mandatory pre-proposal meeting and review with the Authority on Wednesday, October 19, 2022 at 10:00 a.m. 12:00 noon at the Property (the “**Mandatory Property Review**”). No proposal will be accepted from any entity which does not have one or more of its principals attend the Mandatory Property Review.
- D. Any and all questions should be directed, in writing **via email to mpoyner@putnamforward.dev** as provided above no later than two (2) weeks prior to the proposal due date. Responses will be provided by email by the Authority within two (2) business days of the submission of the question. Following the Mandatory Property Review, no responses will be provided to inquiries relating to the RFP to any entity which did not have a representative present and participate in the Mandatory Property Review. All answers will be distributed with the original questions to all proposing entities via email to those entities which participated in the Mandatory Property Review.
- E. Proposals are strongly encouraged to be submitted using the Proposal Form and attached to this RFP. All proposals must be accompanied by complete responses to the qualifications questions appended to the Proposal Form.
- F. Proposals will be opened at the offices of the Authority at 3:30 p.m. on December 13, 2022, during an open meeting of the Authority. The public will be able to attend the opening of the sealed proposals. Responders are strongly encouraged to attend this meeting, and following the opening of proposals, will be afforded the opportunity to provide a presentation (of 10 minutes or less) of their concepts for the Project and proposals, and to respond to questions which the Authority may have.

3. **Proposal Requirements**

Each proposal must include at the minimum all of the following information:

- A. Proposed purchase price for the Property, including the amount and structure of any commission to be paid by the Authority (if any), and proposed amount of earnest money deposit.

- B. Provide a summary of the intended redevelopment of the Property; include employment estimates resulting from Project.
- C. Identify the principals and investors for the Project and how will ownership be structured between them.
- D. Identify anticipated amount of investment in the Project, including current estimated budgets for each component (e.g. hotel, restaurant, retail, etc.).
- E. If one or more lenders are anticipated to be required for financing any part of the Project, such lenders identified along with amount of financing required from each lender.
- F. Provide a timeline for assessment, design, procurement, and construction of the Project, along with anticipated date(s) of commencement of operations of each component.
- G. Provide a preliminary business plan for each operating component of the Project as proposed (e.g. both hotel and restaurant).

4. Specific Requirements to be Met by Successful Responder Prior to Closing:

- A. The purchase and sale contract between the Authority and selected Responder is expected to be finalized and executed consistent with this Request and the proposal no later than thirty (30) days after an award, along with the deposit of earnest money; failure of the Authority and Responder to reach mutually agreeable form of the purchase and sale contract will result in the Authority terminating the award.
- B. Closing will be required to occur within 180 days of the execution of the purchase and sale contract; Responder may choose to waive further due diligence and close sooner, or not close under the purchase and sale contract at any time, but the Authority will retain Earnest Money Deposit in any event.
- C. Responder must have submitted plans prepared by a licensed architect for development of the Project to the Authority for its approval at least sixty (60) days prior to Closing.
- D. Responder must have obtained all zoning and business permits for the operation of the Project in Eatonton and Putnam County.
- E. Responder must demonstrate to the Authority's satisfaction all financing and/or funding is in place by Closing for acquisition of the property as well as construction and completion of the Project.

5. **Restrictions on Development After Closing:**

The purchase and sale contract between the Authority and the successful Responder will include the following restrictions, which will be included on the instrument conveying the Property:

- A. A right of repurchase and reentry that if construction has not commenced within twelve (12) months of Closing and the Project has not been completed within thirty (30) months of Closing, the Authority will retain the right to reacquire the Property at the same purchase price paid by Responder on thirty (30) days' notice, subject to *force majeure*.
- B. A deed restriction requiring prior approval of the Authority upon any conveyance prior to completion of the Project.
- C. A deed restriction on the development and use of the Property for commercial purposes, specifically to include as a hotel or residential accommodations, and retail or restaurant use, for a duration of twenty (20) years, absent approval of the Authority for any other use.

6. **Submittal of Proposals:**

- A. Authority will advertise this Request both in the legal organ for Putnam County (*The Eatonton Messenger*) at least twice and on Putnam County's website (<https://www.putnamcountyga.us>), and such other websites for publication as the Authority may deem appropriate for a minimum of thirty (30) days prior to the Mandatory Property Review. All qualified persons or entities may respond to this Request. **The Authority will not open any submitted proposals until the time specified above for all proposals to be opened in a forum open to the public.**
- B. Authority will make an award to the responsible and responsive Responder whose proposal is determined in writing to be the most advantageous to the governmental entity, taking into consideration the evaluation factors set forth in the Request, below. The “**Evaluation Factors**” to be used by the Authority in reviewing Responder's proposal are summarized as follows:
 - 1. General Reputation in the Community (based upon information gathered by the Authority during the RFP process) (Points: up to 5);
 - 2. Similar Project History (including the number, size, type and scope of the projects completed over the last five (5) years) (Points: up to 10);
 - 3. Manpower and Work Force Capabilities (including current and project workload; job staffing, schedule and plan; number of employees; qualification of employees) (Points: up to 5);

4. Company Safety History (including current EMR rating and reported OSHA violations) (Points: up to 10);
5. Financial Responsibility (including years in business, previous company names; bankruptcies; pending or past litigation) (Points: up to 15);
6. Proposed Purchase Price for the Project, including any commission proposed to be paid (Points: up to 50); and
7. References (Points: up to 5).

The Responder **MUST** provide the information itemized above along with its proposal in order to the proposal to be considered by the Authority. Proposals which do not provide the information requested in Items 2 through 7, above, will be rejected as incomplete.

The Authority's Primary Contact will review all proposals, provide a summary for the Authority's evaluation, and if the Authority selects a proposal, carry out any process of discussions, negotiation and revision as described in subsection C, below. The Primary Contact will recommend scores for each proposal to the Authority. However, the Authority will assign the actual scores based on its own determination. Each evaluation factor may be assigned up to the maximum identified points and then all points added to determine each Responder's score. The maximum number of points that a Responder can receive is 100. In the event of a tie of the total number of points awarded, the Responder scoring highest on Financial Responsibility shall be identified as the candidate with the greatest score. The evaluation factors shall be the basis on which the award decision is made. The Authority will make an award to the responsible and responsive Responder whose proposal is determined in writing to be the most advantageous to the Authority, taking into consideration the evaluation factors set forth in this Request, by determining in writing that the top scoring proposal is the most advantageous to the Authority and awarding the contract to the Responder who submitted it, subject to the Authority's right to reject. The contract file shall indicate the basis on which the award is made.

- C. Responders submitting proposals may be afforded an opportunity for discussion, negotiation, and revision of proposals. Discussions, negotiations, and revisions may be permitted after submission of proposals and prior to award for the purpose of obtaining best and final offers. During the process of discussion, negotiation, and revision, the Authority shall not disclose the contents of proposals to competing Responders.
- D. The Authority reserves the right to reject all proposals or any proposal which is not responsive or not responsible and also reserves the right to waive any technicalities or informalities, at its discretion.

- E. Responders shall be required to honor the terms and provisions of their proposals for a period of sixty (60) days following the date of opening of the sealed proposals by the Authority.
- F. One hardcopy and one digital copy via a USB thumb drive of these submittals are required to be submitted by each Responder for review by the Authority; all hardcopy materials must be replicated as part of the digital copy provided. Proposals must be provided by either mail, overnight delivery, or hand-delivery in a sealed envelope containing both the hardcopy and digital media. **EMAILED OR FAXED PROPOSALS WILL BE REJECTED.**

7. General Requirements and Information:

- A. The Authority will require the Responder to execute a purchase and sale contract for the Property memorializing the terms accepted by the Authority from the selected Responder. The purchase and sale contract will require Responder accept title to the Property “AS-IS” and with all encumbrances of record, and be responsible for all costs of title, title insurance, surveys, assessments, diligence, and closing on the Property, including attorney’s fees of Responder.
- B. One of the missions of the Authority is to provide jobs to the citizens of Central Georgia. While not required, the use of local labor is encouraged where qualified applicants are available for the Work contracted, and Responders should evidence any intention to assist in this regard in their proposals.

8. Insurance and Indemnification:

- A. Responder shall furnish Authority with evidence that Responder can obtain and will maintain coverage and minimum limits as of Closing and throughout the Project as follows:
 - 1) Worker’s Compensation: Employers Liability, whether required by statute or not, for a limit of not less than \$500,000 bodily injury by accident, each accident/\$500,000 bodily injury by disease, policy limit/\$500,000 bodily injury by disease, each employee, or if greater, in the amounts required by statute.
 - 2) Commercial General Liability:
 - \$1,000,000/\$2,000,000.....Bodily Injury
 - \$1,000,000/\$1,000,000.....Property Damage
 - 3) Automobile Liability: \$1,000,000 Per Incident
 - 4) Excess Umbrella Policy: \$3,000,000 (also satisfied by higher CGL limits)
- B. Subrogation: In the purchase and sale contract, Responder and its insurance carrier(s) waive all rights of subrogation against the Authority, Responder and their officers, directors, shareholders, employees, agents, or appointed representatives unless restricted by state statutes.

- C. Indemnity: In the purchase and sale contract, and by responding to the Request, Responder hereby agrees to indemnify, defend and hold Responder, the Authority, all subsidiary and affiliated entities of Responder and the Authority, any lender with a security interest in the Project, and each of their respective members, managers, partners, agents, representative, trustees, directors, officers, shareholders and employees, and each of them (collectively, “**Indemnified Parties**”) harmless from and against any and all demands, claims, suits and causes of action, liability, costs, incidental and consequential damages, expenses, settlements, and judgments, including without limitation court costs and attorney’s fees whether arising at law or equity, in connection with or arising out of: (i) the performance by Responder or any of its employees, contractors, suppliers or anyone else for whom Responder is responsible (“**Responder Parties**”) of Responder’s Work; (ii) any breach by Responder of this Agreement; or (iii) the failure by Responder or any Responder Parties to comply with all applicable laws; or (iv) any liens or other encumbrances on the Work or the Authority’s property, arising out of Responder’s failure to pay any of its contractors or suppliers; (v) any alleged violation or infringement of patent, copyright or other intellectual property rights by Responder or any Responder Party (collectively or individually, “**Claims**”); or (vi) property damage or destruction (including loss of use resulting there from), bodily injury, sickness, disease, or death. Notwithstanding the foregoing, Responder shall be liable for Claims in connection with consequential damages only to the extent Authority is held liable for or actually incurs such damages.
- D. Subcontractors: Responder agrees to obligate its subcontractors, if any, to maintain the same types, levels and terms of insurance coverage as required of Responder, and Responder shall indemnify and hold harmless the Authority should it fail to do so.

9. Schedule:

- A. Initial RFP Advertisement Date: Web: Sept. 19, 2022; Paper: Sept. 22, 2022.
- B. Mandatory Property Review: October 19, 2022 at 10:00 a.m.
- C. Deadline for all Questions: November 18, 2022.
- D. Proposal Due Date: **December 13, 2022 at 3:00 p.m. NO EXCEPTIONS**
- E. Estimated Proposal Award Date: January, 10, 2023.
- F. Purchase and Sale Contract Date: February 14, 2023.
- G. Closing: On or before August 14, 2023.
- H. Work Begins: No later than October 31, 2023.
- I. Work is Completed: Project completed no later than February 28, 2025.
- J. Project Open for Business: No later than March 31, 2025.

PROPOSAL FORM

PROJECT: Historic Eatonton Hotel

LOCATION: 108 South Madison Avenue, Eatonton, Putnam County, Georgia

OWNER: Putnam Development Authority

DUE DATE: December 13, 2022. at 3:00 p.m. - NO EXCEPTIONS

1. Responder Information:

Responder Name: _____

Address: _____

Telephone No.: _____

Contact: _____

2. Proposal Breakdown:

Proposed Purchase Price for the Property: \$ _____

Proposed Commission Payable by Authority (if any): \$ _____ To Whom: _____?

Amount of Earnest Money Deposit Proposed: \$ _____

Summary of Proposed Development and Use of the Property: _____

_____ [supporting information must be included].

3. UNLESS NOTED OTHERWISE, RESPONDER ACCEPTS ALL TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL INSTRUCTIONS AND SPECIFICATIONS. RESPONDER ALSO CERTIFIES ALL INFORMATION SUBMITTED AS TRUE AND CORRECT, INCLUDING RESPONSES TO THE ATTACHED RFP QUALIFICATION QUESTIONS BY IT AUTHORIZED SIGNATURE BELOW.

Signed by: _____

Title: _____

Date: _____

FOLLOWING FOR AUTHORITY USE ONLY:

Were all required submittals and information under the RFP attached to this Proposal Form and provided also on digital media? Yes ___ or No ___

RFP Qualification Questions

Project History:

- 1) How many projects of similar scope and size have you completed over the last five (5) years and please provide the name of the projects, location of the projects, and contract value of the projects.
- 2) Has your company done business with Putnam County or any of its municipalities before? If so, name the most recent project and date completed.

Manpower:

- 1) What is your current workload and your projected workload at the time of construction?
- 2) What is your plan for manning the project so as to meet the schedule and needs of the project?
- 3) How many direct field employees does your company have? Contract employees are not included.
- 4) Will you use local (Putnam County) labor, and if so about what percentage of the work force will be local?

Safety History:

- 1) What is your Experience Modification Rate (EMR) rating from the last three (3) years? Please list the value for each year.
- 2) Has your company or any affiliated entity or person been cited by OSHA anytime during the last five (5) years? If so, for what violations?

Company History:

- 1) How many years has your company been in business?
- 2) How many names has your company operated under during your time in business indicated in the question above?
- 3) Have you, your company, or any affiliated company ever declared bankruptcy, and if so, how many times?
- 4) Are there any current or pending lawsuits against you or your company? If so, how many?

Required Documents to Provide:

- 1) Please provide a list of three (3) similar projects and/or references.
- 2) Please provide proof of insurability to meet the Project requirements.

Reminder: Attendance at Mandatory Property Review is required for all entities submitting a proposal!