

City of Commerce

P.O. Box 348 110 State Street Commerce, GA 30529 Phone: (706) 335-1893

Email: bids@commercega.gov

SUBJECT: 26-008 Request for Proposal for Hotel Feasibility Analysis

The City of Commerce, Georgia is soliciting competitive sealed proposals from qualified hotel consulting firms to perform a feasibility analysis for hotel development within the community.

Attached hereto are the general conditions, technical specifications, and submittal format:

The written requirements contained in this Request for Proposal (RFP) shall not be changed or superseded except by written addendum from The City of Commerce. Failure to comply with the written requirements for this RFP may result in disqualification of the submittal by The City of Commerce.

Submittals are to be sealed, marked with the vendor's name and address and labeled: "<u>RFP</u> <u>26-008"</u> and delivered to:

City of Commerce
P.O. Box 348
110 State Street
Commerce, GA 30529
Attn: Debby Peete, Finance Specialist

Due no later than <u>December 22, 2025, by 2:00 pm local time prevailing</u>. Any proposals received after this time will not be accepted. The City of Commerce reserves the right to reject any and all submittals, to waive any technicalities or irregularities and to award contracts based on the highest and best interest of the city.

Inquiries regarding this Request for Proposal (RFP) are encouraged to contact the City of Commerce via email at bids@commercega.gov.

The City of Commerce does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required to fully participate in any open meeting, program or activity should be directed to City Hall at (706) 335-3164.

The written proposal documents supersede any verbal or written prior communications between the parties. All companies submitting a proposal will be notified in writing of award.

We look forward to your bid and appreciate your interest in the City of Commerce.

City of Commerce

26-008 REQUEST FOR PROPOSAL FOR Hotel Feasibility Analysis

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

December 22, 2025, by 2:00 pm local time prevailing

City of Commerce P.O. Box 348 110 State Street Commerce, GA 30529

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

CITY OF COMMERCE, GEORGIA 26-008 REQUEST FOR PROPOSAL FOR Hotel Feasibility Analysis

SECTION I - REQUEST FOR PROPOSAL OVERVIEW

1.0 PURPOSE

The City of Commerce is accepting sealed proposals from qualified hotel consulting firms to perform a feasibility analysis for hotel development within the city limits of Commerce, Georgia.

1.1 <u>INFORMATION TO FIRMS</u>

RFP TIMETABLE

The anticipated schedule for the RFP is as follows:

RFP Available November 20, 2025

Deadline for questions December 12, 2025,

Submittal deadline December 22, 2025, 2:00 pm, local time prevailing

1.2 RFP SUBMISSION:

One (1) original, one (1) copy, and one (1) fully executable electronic copy (PDF) of the complete signed submittal must be received by submittal deadline (see 1.1). Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the RFP Number and title to:

City of Commerce

P.O. Box 348 110 State Street Commerce, GA 30529

Attention: Debby Peete, Finance Specialist

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:30 a.m. and 3:30 p.m. ET, Monday through Friday, excluding holidays observed by the City of Commerce.

Firms are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the firm.

1.3 CONTACT PERSON & INQUIRES:

Firms are encouraged to contact the City of Commerce by email at bids@commercega.gov to clarify any part of the SCOPE or purpose of this RFP, or for questions pertaining to submittal requirements. All questions that arise must be submitted prior to seven (7) business days before the submittal due date (see 1.1) and shall be directed to the contact person in writing via email. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the firm's submittal. Firms may not contact any elected official or other City of Commerce employee to discuss the proposal process or proposal opportunities. Contact of this nature will result in immediate disqualification of the firm.

1.4 ADDITIONAL INFORMATION/ADDENDA

The City of Commerce will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date. Firms should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Addenda will be published at www.commercega.gov under the "Doing Business Here" tab. Interested firms are encouraged to check this site regularly for immediate access to issued addenda. RFP information can also be requested as stated above (1.3).

Firms must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal. Proposals which fail to acknowledge the firm's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements

1.5 LATE SUBMITTAL, LATE MODIFICATIONS AND LATE WITHDRAWALS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. The City of Commerce assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

1.6 REJECTION OF PROPOSALS

The City of Commerce may reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure. Submittals received after said time or at any place other than the time and place will not be considered.

1.7 MIMINUM RFP ACCEPTANCE PERIOD

Valid submittals shall not be withdrawn for a period of 60 days from the date specified for receipt of submittals.

1.8 NON-COLLUSION AFFIDAVIT

By submitting a response to this RFP, the firm represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the firm has not directly or indirectly induced or solicited any other firm to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the firm has not in any manner sought by collusion to secure to that firm any advantage over any other firm. By submitting a proposal, the firm represents and warrants that no official or employee of the City of Commerce has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

1.9 COST INCURRED BY FIRMS

All expenses involved with the preparation and submission of the RFP to the City of Commerce, or any work performed in connection therewith is the responsibility of the firm(s).

1.10 RFP OPENING

RFP submittal prices will be opened and reviewed by a selected committee. A list of names of firms responding to the RFP may be obtained from the City of Commerce, after the RFP due date and time stated herein. There will be a public opening, and a Tally Sheet will be available on the City's website or at request following the deadline.

1.11 TAXES

Selected firm will be provided with The City of Commerce Sales and Use Tax Certificate of Exemption number upon request.

1.12 FIRM INFORMATION

All submissions shall include a completed vendor master form and current W-9. Firms whose place of business is other than the State of Georgia may be required to provide the City of Commerce with copies of your state's regulations and/or laws concerning the application of certain vendor preference requirements to vendors whose place of business is in the applicable state. Failure to provide this information will result in the disqualification of the firm from submitting a proposal.

1.13 INSURANCE

Selected firm will be required to provide proof of liability and workman's compensation insurance before work can begin on this City's project. Workman's Compensation Insurance should be as required by the State of Georgia. General Liability should cover \$1,000,000 per incident. The firm, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions specified by the City. In the event the firm is a government entity or a self-insured organization, different insurance requirements may apply.

The vendor shall procure and maintain for the life of the Contract/Agreement Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their

own Worker's Compensation and Employer's Liability Insurance. A thirty (30) day notice of cancellation is required and must be provided to the City of Commerce via Certified Mail.

1.14 TERMINATION

Federal, State, and other Local government agencies may terminate this agreement in the event funds are not appropriated for it in future periods; provided, however, that funds are also not appropriated for equipment or services that replace those contracted for under this agreement. Customer shall be obligated for any future annual period if Company is not notified in writing at least thirty (30) days prior to the beginning for the annual period for which non-appropriation is being claimed.

1.15 ANTI-DISCRIMINATION

By submitting a response to this RFP, all perspective firms certify to The City of Commerce they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, in every contract of over \$10,000 the provisions in 1.15.1 and 1.15.2 below apply:

1.15.1 During the performance of this contract, the firm agrees as follows:

- 1.15.1.1 The firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the firm. The firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 1.15.1.2. The firm, in all solicitations or advertisements for employees placed by or on behalf of the firm, will state that such firm is an equal opportunity employer.
- 1.15.1.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 1.15.1.2 The firm will include the provisions of 1.15.1 above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

1.16 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Firms submitting a response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b) (1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- 1.16.1 The form must be signed by an authorized officer of the firm or their authorized agent.
- 1.16.2 The form must be notarized.
- 1.16.3 The firm will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the City of Commerce and the firm complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the City of Commerce a minimum of five (5) days prior to any work being accomplished by

said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the firm if necessary.

1.17 SUBMISSION REQUIREMENTS

To facilitate evaluation of Proposals please submit the following:

- 1.17.1 One (1) <u>fully executable</u> electronic copy of the response (in Word or .pdf format) and any Technical Requirements (in Excel format).
- 1.17.2 Two (2) paper versions of the bid. The original shall be clearly marked "original".
- 1.17.3 The proposals shall be prepared with a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this RFP.

1.18 ACCEPTANCE

Submission of any proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise in the Proposal.

1.19 CITY GOVERNMENT

The City of Commerce operates under a council-manager form of government. This system of local government utilizes the strong political leadership of elected officials in the form of the City Council. The City Manager is hired to serve the council and the community and to bring the local government the benefits of training and experience in administering local projects and programs on behalf of the governing body. It is anticipated that the firm may be required to make one or more appearances at City Council meetings to answer questions and present results. The documentation provided in this request for proposal is intended to provide a common methodology of development and basic technical skills for proposal purposes.

1.20 BONDING

- 1.20.1 A performance bond in the amount equal to 100% of the contract amount will be required upon contract.
- 1.20.2 Each proposal must be accompanied with a bid bond in an amount equal to 5% of the base bid, payable to the City of Commerce and issued by a Corporate Surety authorized to do business in the State of Georgia, in order to guarantee that the bidder will enter into a contract to complete the project within the terms and conditions stated in this bid and in the bidding and Contract Documents, should the construction contract be awarded to him.

SECTION II - GENERAL CONDITIONS

2.0 PURPOSE

The City of Commerce is issuing this Request for Proposal (RFP) for qualified professional firms to perform a feasibility analysis for possible future development of a hotel within the city limits of the community.

2.1 CONTRACT PERIOD

Any contract resulting from this RFP shall not exceed a period of 120 days from the time the notice to proceed is provided until completion of the project unless agreed to in writing by both parties.

The sample contract provided with this RFP will be used to engage the firm selected as a result of this RFP process. To that end it requests proposals from qualified firms that meet the specifications listed herein.

2.2 CONTRACT COST DETAILS

Project cost shall be submitted for the totality of the project as a lump amount. An itemized breakdown of all associated costs, labor, and material totals for the project may also be submitted to justify said cost if deemed fit for a more competitive proposal.

2.3 CERTIFICATIONS REQUIRED

The successful firm shall provide details of qualifications for all employees that will be part of the analysis process. A copy of the successful firm's drug and alcohol testing plan is also required along with the latest PHMSA Drug and Alcohol Testing Data. While under contract with the City of Commerce this PHMSA Drug and Alcohol Testing Data shall be submitted to the City quarterly throughout the life of the contract.

2.4 <u>ADMINISTRATION</u>

The project will be administered by the City of Commerce through the Finance Director being the main point of contact for all questions during the proposal period. The **Downtown Director** will be the main point of contact once the project is initiated.

2.5 PROCEDURES & MISC. ITEMS

- 2.5.1 All questions shall be submitted in writing (e-mail is preferred) and will be communicated to all firms responding to this RFP.
- 2.5.2 All materials submitted in connection with this RFP will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the City of Commerce. All such materials shall remain the property of the City of Commerce and will not be returned to the respondent.
- 2.5.3 All respondents to this RFP shall hold harmless the City of Commerce, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a proposal. The City of Commerce reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The City of Commerce also reserves the right to seek clarifications, to negotiate with any firm submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, the City of Commerce shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.
- 2.5.4 Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, the City of Commerce reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.
- 2.5.5 Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not

affect offers of discounts for payment less than 30 days, however. Payment will be processed after complete analysis is submitted to the City of Commerce.

- 2.5.6 In case of failure to deliver goods in accordance with the contact terms and conditions, The City of Commerce, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which the City of Commerce may have.
- 2.5.7 By submitting a qualification package, the firm is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contacts by any agency of the State of Georgia.
- 2.5.8 Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. The firm shall comply with applicable federal, state, and local laws and regulations.
- 2.5.9 It is understood and agreed between the parties herein that the City of Commerce shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

3.0 PROJECT SCOPE

The scope of this project should be separated into four sections:

- A. Address the current and projected market demand for the number of recommended rooms.
- B. The type and duration of hotel lodgings in the study area or nearest applicable area.
- C. Potential site locations and assessments of most productive development for those locations.
- D. A competitive analysis and assessment of what a hotel facility must do to reach a breakeven point.
- E. An economic feasibility analysis, complete with proforma, sources and uses. Analysis must include operating budget for a potential hotel, complete with projections through year 5 or longer and an appraisal to assist in project financing to include the following details:

Market Demand Analysis

- Future lodging and hospitality demand in the market area.
- Review of demand generators.
- Review of STR (Short Term Rentals) reports.

Project Feasibility Study

- Project feasibility study.
- Assess the viability of the preferred hospitality product in community.
- Identify market constraints.
- Estimate occupancy rates.
- Estimate capital investment required and expected revenue return needed to attract able investors.
- Estimate municipal room tax amenities.

Facility Recommendation

- Viable brands.
- Number and mix of guest rooms.
- Types of on-site guest amenities.

Financial Projections

- Financial proforma which can be provided to potential hotel developers, lending institutions, management companies and franchises.
- Potential projections for year 1through 5 (minimum).
- A breakeven analysis.

3.1 PROJECT COST

The cost shall include all staffing, programs and/or materials, etc., necessary to analyze, assess, review and provide any portion of the proposal.

3.2 PROJECT SCHEDULE

- 3.2.1 Commerce City Council awards the Proposal.
- 3.2.2 Contract will be signed.
- 3.2.3 Notice to Proceed will be issued to firm by Finance Department.
- 3.2.4 Firm to provide a project schedule with start and potential end dates.

SECTION III – PROPOSAL FORMAT

4.0 PROPOSAL FORMAT

In order to facilitate the analysis of responses to this RFP, firms are required to prepare their proposals in accordance with the instructions outlined in this section. Each firm is required to submit the proposal in a sealed package. Firms whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City of Commerce. Firms should be certain they have included an **electronic copy** of the response as part of their proposal. Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

4.1 EXECUTIVE SUMMARY AND MANDATORY SUBMITTALS

The Executive Summary portion of the response to the RFP should be limited to a brief narrative highlighting the firm's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.

4.2 COMPANY BACKGROUND

Firms must provide the following information about their company so that the City can evaluate the firm's stability and ability to support the commitments set forth in response to the RFP. The City, at its option, may require a firm to provide additional support and/or clarify requested information. The firm should outline the company's background, including:

4.2.1 How long the company has been in business.

- 4.2.2 A brief description of the company size and organization.
- 4.2.3 A list of similar projects completed demonstrating an understanding of the project.

4.3 CLIENT REFERENCES

Firms should provide at least five (5) client references that are similar in size or complexity to the City of Commerce, located in the state of Georgia. Information should include at the minimum: name of client reference, name of agency, address, telephone, and e-mail.

4.4 BID SHEET

Firm shall supply their own bid sheet and submit bid sheet or contract to be signed with the overall lump sum cost of the project for the scope of work listed above in totality. This format is a minimum requirement; firms should add additional information to give a full picture of itemized service expenses. The firm can present, in detail, experience and capabilities of the proposed staff members working on the project. Please reference the "Project Scope" to gain further insight.

4.5 ADDENDA

If revisions become necessary, the City will provide written addenda to all firms who have received the RFP. Said addenda will be posted on the City's website (see section 1.4 above). **All addenda issued by the City must be so noted on any proposals submitted to the City**. Firms shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive bid.

SECTION IV - SELECTION

5.0 FINAL SELECTION

Following review of all qualified proposals, selection of a suitable firm, and preliminary contract negotiations, the committee will make a recommendation to the City Council of Commerce. Following approval, the City will complete contract negotiations. The City of Commerce reserves the right to accept the response that is determined to be in the best interest of the City. The City reserves the right to reject any and or all proposals. Every firm submitting a proposal must complete the form showing compliance with the Illegal Immigration Reform and Enforcement Act of 2011, OCGA §13-10-90(b)(1). The form is provided with this RFP.

5.1 Evaluation Method

The City will evaluate all proposals deemed responsive to this request by a committee selected by the City of Commerce. One firm will be awarded the overall project and can subcontract specific tasks if necessary.

5.2 Selection Criteria

Responses to this RFP will be scored according to the following criteria:

- 5.2.1 Approach to Project 30 points
- 5.2.2 Company Background & Longevity 10 Points
- 5.2.3 Similar Projects & Assigned Staff Experience 30 Point
- 5.2.4 Overall Cost & Pricing 30 Points

Required Forms for Submission



EXECUTION OF PROPOSAL
DATE:
The potential vendor certifies the following by placing an "X" in all blank spa

The po	otential vendor certifies the following by placing an "X" in all blank spaces:
	That this proposal was signed by an authorized representative of the firm.
	That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
	That all labor costs associated with this project have been determined, including all direct and indirect costs.
	That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing Request for Proposal, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services/products for the prices quoted within the time frame required. The undersigned offers and agrees to furnish any or all of the items upon which prices are quoted at the price set opposite each item, in the quantities described, delivered to the point(s) specified, in accordance with the terms and conditions set forth herein. The laws of the State of Georgia shall prevail concerning all purchases and services under this contract.

I certify that I have read and understand the terms and conditions herein except as stated below. I further state that I am and/or my company is capable, able to, and will provide the requested products and/or service described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this RFP, I/we guarantee and certify that all items included in my bid meet or exceed specifications.

I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the quotation and certify that I am authorized to sign this quotation for the Contractor.

Business Contact Representative

Operational Contact Representative		
Vendor's Name		Federal ID #
Address		
Phone		Fax
Email		
Authorized Signature		Date
Typed Name & Title		
Subscribed and sworn to before me this	day of	, 20
<u>-</u>		
]	Notary Public	



ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No.			
Addendum No			
Addendum No.			
Addendum No.			
Authorized Representativ (Print or Type)	ve/Title	Authorized Re (Signatu	(Date)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity:		
Contract No. and Name:		
Contract Date:		
By executing this affidavit, the undersigned postating affirmatively that the individual, firm, or registered with, is authorized to participate in commonly known as E-Verify,* in accordance O.C.G.A. § 13-10-91.	or corporation which is contracting , and is participating in the federa	g with the City of Commerce has I work authorization program
The undersigned person or entity further agree program throughout the contract period, and satisfaction of such contract only with subcon information required by O.C.GA. § 13-10-91(b)	it will contract for the physical per tractors who present an affidavit t	rformance of services in
The undersigned person or entity further agreeach such verification to the City of Commerc service.		
EEV / E-Verify User Identification Number	Date of Authorization	
Signed by: Authorized Officer or Agent (Name of Person or Entity)	 Date	
Title of Authorized Officer or Agent		
Printed Name of Authorized Officer or Agent		
SUBSCRIBED AND SWORN BEFORE ME ON THIS TH	Е	
DAY OF, 20		
	[NOTARY SEAL]	
Notary Public		
My Commission Expires:		

* or any subsequent replacement 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), P.L. 99-603