

02/17/2023

Request for Qualifications

DRAFT



**THE TYRONE DOWNTOWN
DEVELOPMENT AUTHORITY
RFQ - 935 SENOIA ROAD**

RFQ Number: DDA-2023-001

ADVERTISED: _____

DUE: _____

Contents

Advertisement for Submissions

Owner: *Town of Tyrone*

Project Name: *DDA Fire Station Redevelopment*

RFQ Number: DDA-2023-001

Project Location: *935 Senoia Road, Tyrone, GA 30290*

Description of Project/Services: *To execute the LCI program in the Study Area through the completion of the work tasks listed in the Request for Proposal.*

Bid/Submittal Due Date: _____ @ 11:00am **Approximate Cost:** \$100,000

PROJECT DOCUMENTS MAY BE OBTAINED FROM: <http://tyrone.org/links/bid-items/>

- All public notices, addenda, and other documents shall be posted at: <http://tyrone.org/links/bid-items/>
- All communication shall be in writing to the Town's Purchasing Agent listed below. Preferred method of communication is email.

DDA Agent: Phillip Trocquet **Title:** Assistant Town Manager
Address: 950 Senoia Road, Tyrone GA 30290 **Email:** ptrocquet@tyrone.org **Phone:** (770) 487-4038

Pre-submittal Conference: _____

Submittal Due Date: _____ **Time:** _____ **Location:** Tyrone Town Hall

Project Number: DDA-2023-001

Submittal Delivery Address (Mail & Delivery): Tyrone Downtown Development Authority
Attn: Phillip Trocquet
950 Senoia Road
Suite A
Tyrone, GA 30290

Approved By: _____ **Date:** _____
(Town Manager)

Introduction

The Town of Tyrone Downtown Development Authority (DDA) invites interested parties to submit their qualifications to become a tenant and development partner (the partner) for the redevelopment of 935 Senoia Road, a roughly 1.1 acre site containing a 5,000 square foot fire station constructed in the 1980's (Please see attached Exhibit A for site details). Qualifications should demonstrate an ability to deliver the development in a timely, professional, collaborative, and comprehensive manner.

The proposed project scope consists in the redevelopment of the property into a restaurant use that will bring vitality to the downtown area. This project would consist in a public-private partnership; the Tyrone DDA would solicit low-interest loans from sources exclusive to economic development entities to assist with design and development while the partner assumes responsibility for the operation of the business and business-related equipment after completion. General building maintenance will be the responsibility of the DDA as typical in a standard lease agreement.

SCHEDULE

RFQ Advertised	_____
Question Submission Deadline	_____
Addenda Deadline	_____
RFQ Submission Deadline	_____
Notification of Short-list	_____
Applicant Interviews	_____
Notification of Intent to Select	_____
DDA Approval Meeting	_____
Execute Contract & Begin Project	_____
Rough Completion Date	_____

STAFF COMMUNICATION: From the issue date of the solicitation document, until the partner is selected, and until the selection is made public, applicants are not permitted to communicate with Town staff or DDA



officials except through the purchasing agent named in this document. A violation of this provision may result in the rejection of any application or proposal of the offender by the DDA. All questions concerning this RFP must be submitted via email or in writing to the Town's Purchasing Agent, Phillip Trocquet:

Phillip Trocquet, Assistant Town Manager
Town of Tyrone
881 Senoia Road
Tyrone, GA 30290
Direct: (770) 881-8322
Email: ptrocquet@tyrone.org

Questions must be received by the date established in the RFQ schedule. Answers will be issued by the Town in the form of an addendum and sent to all responding applicants as well as posted to the Town's website: <http://tyrone.org/links/bid-items/> no later than the date established in the RFP schedule. **Applicants must ensure they have all applicable addenda prior to submittal.**

Scope of Work

The Tyrone DDA, through this solicitation, wishes to affiliate with a qualified business owner that can move the proposed project towards fruition. The proposed redevelopment will be constructed on DDA-owned property in Downtown Tyrone and generally meet the following criteria.

1. The general design/aesthetic of the building should incorporate architectural elements consistent with the Town of Tyrone's Downtown Overlay. Preexisting bay doors shall be replaced with glass-rollup doors to better achieve this aesthetic.
2. Utilizing the Town's 'Envision Tyrone' downtown master plan, the site shall incorporate elements that address the street and provide connectivity to Shamrock Park in the rear.
3. The DDA's preference is to have adequate outdoor spaces (e.g. courtyard, terrace, deck(s), etc.) with scenic views to Shamrock Park in the rear and that provide public space livening the street fronting Senoia Road.
4. The DDA will own the land and building and lease the site to the development partner through a reciprocally approved lease agreement.
5. On-site parking may be included, but will not be required, as the Town is currently working on parking expansion projects nearby. Up-front parking shall be avoided except as considered by the DDA board for ADA purposes.
6. Preference for extensive natural light throughout the building.



Project Criteria

The Tyrone Downtown Development Authority is seeking a tenant/development partner who meets the following criteria for the establishment of a successful restaurant:

- **Experience:** the partner must have at least 5 years of experience in the restaurant industry, with a proven track record of success in the operation of an established restaurant. Startup locations or first locations will not be accepted for this project. Partner shall also demonstrate an ability to execute this project in markets similar to Tyrone.
- **Financial Stability:** the partner must have the financial stability and capacity to operate the restaurant for a minimum of 5 years and provide at least a \$100,000 contribution towards redevelopment.
- **Concept:** the partner must have a creative and innovative restaurant concept that will address the project understanding and attract patrons to the Downtown area. For the purposes of this RFQ, the concept submission should be made in written form with supporting images that addresses compatibility with the Town's overlay requirements, the 'Envision Tyrone' Masterplan, The Town's Comprehensive Plan and the surrounding area (Exhibits B-D). A fully engineered, rendered, and architectural design will be made in collaboration with the DDA after RFQ selection. This design should leverage the full range of site opportunities and provide a product that maximizes capacity of the site.
- **Project Methodology:** the partner must demonstrate an ability to publish a strategy that will effectively promote the restaurant and contribute to the revitalization of the downtown area.
- **Community Involvement:** the partner should be committed to the local Tyrone community through involvement and engagement in local events and activities and support community initiatives.

Evaluation & Response to Criteria

EVALUATION SUMMARY & SELECTION CRITERIA: The selection team will review all proposals submitted. After reviewing the proposals, the team may, at its discretion, invite to interview and demonstrate performance at Tyrone Town Hall short-listed proposers whose proposals appear to best meet the requirements set forth in the RFQ. Selection will be based on the qualifications of the applicant and the quality of the proposal. The DDA reserves the right to call references provided in the submittal and to require phone or personal interviews with applicants requiring additional evaluation. The following criteria will be used for evaluation:

FACTOR	WEIGHT
Experience	30%
Concept	25%
Financial Stability	25%
Project Methodology	10%
Community Involvement	5%
Other	5%



Envision Tyrone Master Plan Concept

Proposal Format

A. PACKAGING OF PROPOSAL: Clearly label the outside of the shipping package/envelope as follows:

- Legal Name of Applicant submitting the proposal
- Name of primary point of contact for the firm
- RFP Number: RFP # DDA-2023-001
- Due: Date and time established in the RFP schedule or as amended by addendum

B. SUBMISSION REQUIREMENTS: The offeror shall deliver one original (marked), five (5) additional copies, and one flash drive containing an electronic PDF copy to the Purchasing Agent no later than the date set in the RFP schedule:

Town of Tyrone
Attn: Phillip Trocquet, DDA Agent
950Senoia Road
Tyrone, GA 30290
ptrocquet@tyrone.org

In order to limit the cost incurred by responding to this solicitation, proposers are encouraged to be brief. Thick submittals with background and general marketing material are not desired. Instead, emphasis should be placed on responding to the evaluation criteria, understanding the project requirements and the project goals.

- Proposals should be prepared in a clear and concise manner. They shall be submitted on no more than 25, one-sided, 1" margin 8½" x 11" pages in no smaller than 11-point Times New Roman font, clearly organized.
- The Title page should identify the project; the name of the applicant, name of the applicant's primary contact, address, telephone number, and email address.
- The Table of Contents shall contain the sections and page numbers for the items listed below.
- Sections should be organized in tabbed sections as outlined by the evaluation criteria & clearly identified in a table of contents; said tabs may be consolidated.
- Forms shall be in their own appendix section.
- The appendix section shall be no more than 8 pages.

Tabs, table of contents, cover, appendix, and required forms will not be counted towards the 25-page limit.

C. RESPONSIBILITY: The Tyrone Downtown Development Authority is not responsible for the proper or timely delivery of submittals. Failure to meet the deadline for receipt of submittals will result in rejection of the submittal. Submittals received after the deadline will not be considered whether delayed in transit or for any other cause whatsoever. Each applicant is solely responsible for the accuracy and completeness of its submittal.

D. COSTS TO PREPARE RESPONSES: The Tyrone DDA assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of proposals.

E. QUESTIONS ABOUT THE PROJECT: Questions shall be in writing to the DDA's Agent, Phillip Trocquet, preferably in email format. Questions must be submitted at least 10 calendar days prior to the submittal date and time. Responses to information will be via addenda posted on the Town's website at <http://tyrone.org/links/bid-items/>. It is the firm's responsibility to visit the website frequently to ensure they have the most up-to-date information.

Terms & Conditions

A. ACCEPTANCE OF PROPOSALS: The Tyrone DDA reserves the following rights and options:

- To reject any and/or all submittals or portions of submittals.
- To short-list up to 5 applicants
- To reject a subconsultant
- To re-advertise if deemed necessary
- To interview candidates prior to making a selection
- To issue subsequent requests for qualifications or requests for proposals
- To not negotiate or contract for the services

To approve, disapprove, modify or cancel any of the scope of work to be undertaken.

C. EQUAL OPPORTUNITY: This will be an equal opportunity project; no person or business entity shall on the grounds of race, color, national origin, sex, age, or handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Town of Tyrone.

D. OWNERSHIP: The ownership of all data, materials, and documentation prepared for and submitted to the DDA in response to this request for proposal shall belong exclusively to the Tyrone DDA and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et. seq., unless otherwise provided by law.

E. COMPLIANCE WITH LAWS: In connections with the furnishings of supplies or performance of work under the contract, the offeror agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act Georgia Security and Immigration Compliance Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontractors awarded hereunder.

F. WITHDRAWALS: A submitted proposal may be withdrawn prior to the due date by a written request to the purchasing agent. No proposals may be withdrawn after the scheduled date and time to receive the proposal listed in the RFQ schedule or as amended by addendum.

G. INDEMNIFICATION: The applicant shall save and hold harmless, pay on behalf of, protect, defend, indemnify the Tyrone DDA, assure entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Tyrone DDA or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Firm of their employees, including losses, expenses or damages sustained by the Tyrone DDA or DDA Officials, including the Chairman and Board Members and employees of the DDA from any and all such losses, expenses, damages, demands and claims. The applicant further agrees to defend any suit or action brought against the Tyrone DDA officials based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, the applicant agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts required in the general liability section Insurance Requirements. The obligations of the applicant pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the applicant.

Terms & Conditions Cont.

H. APPLICANT QUALIFICATIONS: A proposal will be considered only from those firms who are regularly established in services described in the scope of work and who are financially responsible and have the necessary equipment and facilities required by this proposal to provide said services and to meet the standards as stipulated in these documents. The Tyrone DDA may request information substantiating the above requirements. Failure to provide such information may result in the proposal being considered non-responsive. It is understood that the right is reserved by the Tyrone DDA to thoroughly inspect and investigate the establishment, facilities, equipment, business reputation, and other general qualifications of any applicant; and to reject any bid irrespective of bid prices, if it shall be administratively determined that any or all of the qualifications cannot be met.

I. TERMINATION OF AWARD FOR CAUSE: If, through any cause, the successful Proposer should fail to fulfill in a timely and proper manner its obligations or if the successful Proposer knowingly violates any of the covenants, agreements or stipulations of the award, the Tyrone DDA shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Tyrone DDA, become its property, and the successful Proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Proposer shall not be relieved of liability to the Tyrone DDA for damage sustained by the DDA by virtue of breach of the award by the successful Proposer and the Tyrone DDA may withhold any payments to the successful vendor for the purpose of set off until such time as the exact amount of damages due the Tyrone DDA from the successful Proposer is determined.

J. TERMINATION OF AWARD FOR CONVENIENCE: The Tyrone DDA may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Proposer under the award shall, at the option of the Tyrone DDA, become its property. If the award is terminated by the Tyrone DDA as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful Proposer, termination of award for cause, relative to termination shall apply.



Attachment A

Certification of RFQ Submittal

The undersigned declares that she or he is an authorized agent of the company or firm listed as the primary applicant; has carefully examined all the documents contained in this Request for Qualifications (RFQ) solicitation for the project; and certifies to the best of her/his knowledge that this Proposal fully complies with the requirements of the RFQ and all addenda and clarifications issued in regard to the RFQ.

The undersigned also hereby certifies that no person acting for or employed by the Tyrone Downtown Development Authority is directly or indirectly interested in this Proposal or any subsequent proposal, or in any contract which may be made under it, or in expected profits to arise therefrom; that the undersigned Offeror has not influenced or attempted to influence any other person or corporation to file a proposal or any subsequent proposal or any other person or corporation; and that this submission is made in good faith without collusion or connection with any other person or corporation applying for the same work under a different proposal.

The undersigned states that she or he has the necessary licenses, certifications, and professional credentials necessary to practice their respective professions within the State of Georgia under O.C.G.A

Acknowledgement of Addenda. By Signing below, the interested Offerors acknowledges receipt of the following addenda to this RFQ:

Addenda No. and Date (if any)_____

SIGNED UNDER THE PENALTY OF PERJURY:

Signature:_____

(Signature of Authorized Agent)

Print Name:_____

Title:_____

Firm Name:_____

Date:_____

Project Number:_____

Project Name:_____

Subscribed and Sworn before me
this_____ day of
_____, 2020.

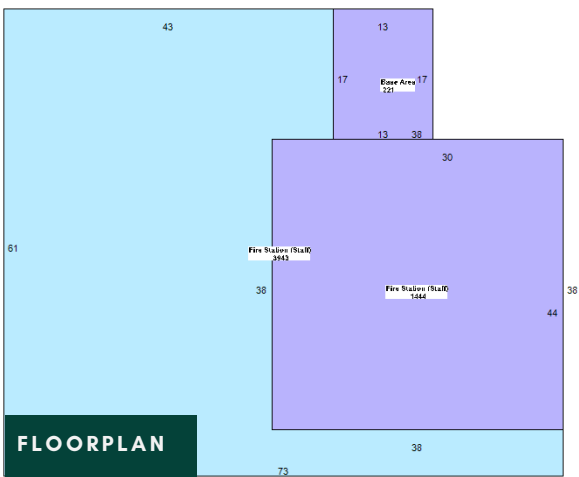
Notary Public

My Commission Expires:_____

EXHIBIT A

Site Details





935 Senoia Road served as the Town's main fire station for many years before eventually being vacated by Fayette County in 2012. Fronting Tyrone's Main Street, Senoia Road, the old fire station sees over 5,700 cars per day as well as increased pedestrian traffic as a result of it's central downtown location adjacent to Shamrock Park and across from Town Hall and Veterans Park.

With an open floor plan associated with the bay areas, large old office/kitchen area, and in tact old living quarters on the upper floor/mezzanine level, this property is targeted for an open concept restaurant that can productively utilize the space to its highest advantage.

PARCEL #: 0738 107

ADDRESS: 935 Senoia Road

UTILITIES: Water, Sewer, Gas, Power

ZONING: C-1 Commercial

FLOOR AREA: ~5,300 s.f.

SITE ACREAGE: 1.1 Acres

EXHIBIT B

Town Center Overlay



EXHIBIT C

Envision Tyrone Town Center Plan



EXHIBIT D

2022 Town of Tyrone Comprehensive Plan

