



# RICHMOND

DEVELOPMENT CORPORATION OF RICHMOND

## The Development Corporation of Richmond Texas

April 5, 2021

### **Request for Proposals**

RFP# -Redevelopment of Former Downtown Fire Station

**Due Date: Prior to 3pm May 7, 2021**

**Due to:** Jerry W. Jones Jr.  
Economic Development Director  
402 Morton St.  
Richmond, Texas 77469

**Clearly Mark Bid As 'RFP#05142001'**

Late responses will be unopened and not accepted for consideration. The Development Corporation of Richmond is not responsible for lateness or failure of timely delivery via mail (whether delays are internal/external), carrier, etc. Please ensure you allow time to provide your response timely so that You may be properly considered. **EMAIL PROPOSALS WILL NOT BE ACCEPTED.**

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## Development Corporation of Richmond Advertisement for Proposals

The Development Corporation of Richmond (DCR) is seeking qualified parties interested in redeveloping the property at 112 Jackson St, Richmond, TX 77469 into a restaurant. Built in 1964, the 8,500 square foot fire station has five large firetruck bays and is ideally suited for a casual, fast casual or family dining restaurant concept. The DC envisions a destination restaurant to anchor and help accelerate its ongoing downtown revitalization.

Sealed proposals will be received at Richmond City Hall, 402 Morton St, Richmond, TX 77469, until May 7, 2021 at 3:00PM.

Further information and specifications may be obtained by contacting the DCR's office **via** email at [jjones@richmondtx.gov](mailto:jjones@richmondtx.gov)

The DCR reserves the right to reject any or all bids and to waive informalities.

Jerry W. Jones Jr.  
Economic Development Director  
Publish: April 7, 2021

## Background

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Richmond is conveniently located at the center of Fort Bend County, the fastest growing county in America. Richmond is strategically positioned along U.S. Highway 59 and U.S. 90 Alternate. Businesses locating in Richmond benefit from a trained and talented workforce, major highway and rail access, and a prime destination less than 30 minutes from Houston's central business district and Texas Medical Center.

Over 180 years of history can be seen while strolling through Richmond's streets. Famous Texans including Mirabeau B. Lamar, Erastus "Deaf" Smith, and Jane Long all called Richmond home. Visitors will find unique shops, restaurants, and businesses that have helped to create a unique one-stop location for the Houston region. The Development Corporation of Richmond stands ready to assist you in making Richmond the home for your next business.

The site is located on the corner of State Highway 90 A and Second Street. The Richmond Fire Department has relocated its personnel to a new state-of-the-art facility. The DCR is repurposing the vacant fire station into a restaurant to accelerate our ongoing downtown revitalization. Former Fire Station No. 1 serves as the southwestern gateway to Morton Street in Historic Downtown Richmond.

Historic Morton Street is pedestrian friendly with sidewalks lining both sides of the street. The City of Richmond has made significant investments to revitalize the downtown area in the past few years, adding parking, working with property owners to create new building facades, rebuilding sidewalks, improving drainage, and other similar community improvements. Adding to this focus on the downtown area, the City constructed a new Fire Station two blocks south of our Downtown area. The new Fire Station was occupied in the fall of 2016. The previously occupied mid-century era Fire Station is currently vacant.

## Project Scope

The DCR seeks to repurpose the old Fire Station as a restaurant to attract more visitors and residents to the area. The DCR wishes for a restaurant to occupy the space of the former Fire Station in downtown Richmond. The DCR envisions a destination restaurant to anchor and help accelerate its ongoing downtown revitalization.

## Site Features

The city's first permanent fire station built in 1964 has approximately 8,500 square feet of usable space. The driveways allow ample room for patio dining with direct access to safe and convenient public parking. The space may be used by a single proprietor or sub-divided to meet the requirements of the Respondent. An area to the east of the building is also available for use as al fresco space.

## Incentives

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In order to motivate a restaurateur to locate in the Fire Station, the DCR is willing to consider various incentive options. These incentives may include the DCR providing the building rent-free and/or covering the cost of tenant improvements in exchange for a percentage of gross sales; a long-term low-cost rent; or other incentive mechanisms may be negotiated.

## Market Information

Richmond, county seat of Fort Bend County, whose namesake is Richmond, England, is noteworthy in and of itself. With a civic personality that combines artistic culture with a bit of Texas cowboy, Richmond, and its many historic landmarks, are becoming a popular destination for people seeking a pleasant place to live, work, play and learn.

Richmond was established in 1837 after serving as an outpost along the Brazos River. The city is the home of the beautifully renovated Fort Bend County Courthouse, Fort Bend Museum, Moore Home, Morton Cemetery, as well as the George Ranch Historical Park, Long Acres Ranch Nature Center and 134 historical landmarks, Richmond, with over 5-miles of Brazos River frontage, offers a unique, historic setting, and is the cultural center of Fort Bend County, one of the fastest growing counties in the US.

Primary attractions in the area include:

- More than 20 major employers with more than 500 employees each are within 5 miles.
- 100,000 daytime employment is within 5 miles.
- 300,000 residents live within 5 miles.

## Proposer Qualifications

- Proposer or its principal(s) must have been engaged in the business of owning or operating a restaurant (or equivalent venue) for a minimum of three (3) years.
- Proposer must have a thorough knowledge of the restaurant industry and have the knowledge or ability to hire competent staff to properly operate a full-service restaurant including administrative functions such as bookkeeping, inventory management, etc....
- Proposer must have a good reputation in the industry.

## Procurement Scheme

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The projected schedule for this procurement is as follows:

| Activity                          | Target Dates    |
|-----------------------------------|-----------------|
| Release Request for Proposals     | April 5, 2021   |
| Deadline for Questions            | April 23, 2021  |
| Responses to Questions            | April 30, 2021  |
| Deadline for Receipt of Proposals | May 7, 2021     |
| Interviews                        | May 17-21, 2021 |
| DCR Meeting                       | June 8, 2021    |

## Contact

Information, questions or clarification concerning the intent of this RFP should be in writing and addressed to [jjones@richmondtx.gov](mailto:jjones@richmondtx.gov) by 4:30p.m. (CST) of the Deadline for Questions outlined in the Procurement Schedule. DCR's response to questions and requests for clarification will be provided by the deadline for Responses to Questions outlined in the procurement schedule.

## Proposal Evaluation

Award will be based on responsive proposal determined to be the best value as scored against the Evaluation Criteria outlined in this RFP packet. The DCR reserves the right to accept or reject any and all proposals in whole or in part and waive any informality in the competitive proposal process. Further, the DCR reserves the right to enter into any contract deemed to be in the best interest of the corporation.

## Proposal Evaluation Process

Proposals will be taken and reviewed immediately upon receipt. It is anticipated a short list of up to four (4) firms may be interviewed, but the DCR reserves the right to not conduct any interviews and to base the selection strictly on the proposals submitted or to eliminate any proposer from the selection as late as the day prior to any potential interview if the DCR determines the proposal is insufficiently responsive to merit further consideration. Should the DCR choose to hold interviews, the interviews will be used in conjunction with the submitted proposals as part of the evaluation of your firm's submittal.

Upon determination of the best value proposal the DCR may choose to enter negotiations with the selected firm. The DCR will then pursue a development agreement with the best value proposer.

## Evaluation Criteria

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The following evaluation criteria will be utilized in the selection of a vendor:

| Criteria   | Points |
|--|--------|
| 1. Proposer's desired economic incentives and proposed cost sharing / revenue sharing. | 30     |
| 2. Proposer's business plan  | 45     |
| 3. Proposer's experience, reputation, and financial capability                         | 10     |
| 4. Proposer's management staff, team, and overall best value (Interview Criteria)      | 15     |
|  |        |
| Total Possible Points  | 100    |

## Submittal Response Guidelines

Proposer's response to this Request for Proposal MUST include:

- Completed and signed proposal check list.
- Questionnaire and References pages 1 – 3 answered. References provided should be for similarly projects or can attest to the firm's reputation in the industry. To be completed on DCR provided form.
- Proposer's detailed business plan to include at a minimum: business name and description, concept, theme, proposed menu with pricing, service type, management team, target market, business structure, number of fulltime staff and parttime staff employed and three-year proforma. To be completed on Proposer provided worksheets.
- Proposer's most recently audited financial statements.
- Proposer's must be willing to guarantee lease
- Submittal Affirmation form reviewed and signed.
- Completed and signed Conflict of Interest Form. If the vendor has no conflict-of-interest mark "NA", sign and include with your proposal.
- Completed Historically Underutilized Business Questionnaire. If the vendor is not a certified HUB or DBE mark "NO", sign and include with your proposal.

## Solicitation Standard Terms and Conditions

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- 1. INSTRUCTIONS:** These standard terms apply to all solicitations.
- 2. BEST INTEREST:** The DCR reserves the right to reject any or all responses and to waive informalities. The award will be based on the proposal determined to be the best value for the DCR and Richmond.
- 3. PRICING:** Terms of the proposal must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in this document.
- 4. SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made based on this statement.
- 5. SPLIT AWARD:** The DCR reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire proposal.
- 6. WITHDRAWAL OF RESPONSE TO SOLICITATION:** A response may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date designated for the receipt without approval by the DCR.
- 7. ERROR-QUANTITY:** Submittals must be made on units of quantity specified, extended, and shown total(s). In the event of discrepancies in extension, the unit price shall govern.
- 8. LATE SUBMITTALS:** Submittals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The DCR is not responsible for lateness from any carrier for any reason.
- 9. TAXES:** The DCR is exempt from Federal Manufacture's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN PRICING. Tax exemption certificates will be executed by the DCR and furnished upon request.
- 10. ADDENDA:** Any interpretations, corrections or changes to this specification will be made by addenda. Sole issuing authority of the addenda shall be vested in the DCR Economic Development Director. Addenda will be mailed to all who are known to have received a copy of this solicitation. It is the responsibility of proposers to ensure they have received and understand any issued addenda.
- 11. PROTEST:** Protests shall be submitted in writing and filed with the Economic Development Director no less than three business days prior to the DCR meeting at which the award appears on the agenda. A written response will be prepared by the Economic Development Director in consultation with the City Finance Department and City Attorney. If the protesting vendor does not agree with the staff recommendation, the vendor may appeal to the DCR Board. Protesting vendors must contact the Economic Development Director in order to be acknowledged and heard by the DCR Board at the first available DCR meeting.



- 12. ASSIGNMENT:** Vendor shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the DCR.
- 13. LAW AND VENUE:** This agreement will be governed and construed according to the laws of the State of Texas, not including conflict of law provisions. Venue shall be exclusively in Fort Bend County, Texas.
- 14. RIGHT OF REVIEW:** Vendor covenants and agrees that the DCR, upon reasonable notice to proposer, may review any of the work performed by proposer under this Contract.
- 15. CONFLICT OF INTEREST:** The successful vendor hereby covenants and agrees that during the Contract period that proposer and any of proposer's associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by proposer pursuant to this Contract will be conducted by employees or associates of proposer. Proposer further covenants and agrees that it understands that the Code of Ordinances of the City prohibits any officer or employee of the City or the DCR from having any financial interest, either direct or indirect, in any business transaction with the City or DCR. Any violation of this paragraph which occurred with the actual or constructive knowledge of proposer will render this contract voidable by the DCR.
- 15. CONFIDENTIAL WORK:** Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by proposer under this contract shall be kept confidential and may not be made available to any individual or organization by proposer without the prior written approval of the DCR except as may be required by law.
- 16. WARRANTY, HOLD HARMLESS, AND INDEMNITY:** Proposer shall defend, indemnify, and hold the DCR whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of proposer's activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub vendor or invitee of proposer or any representative, agent, employee, or servant of the DCR. If an item is covered by a manufacturer's warranty, it is the responsibility of the proposer to obtain the information for DCR and to get the manufacturer to honor the warranty.
- 17. PROPRIETARY INFORMATION:** Any material or information that is considered proprietary in nature must be clearly marked as such and will be treated as confidential by the DCR to the extent permitted under the Open Records Act.
- 18. WAIVER OF ATTORNEYS FEES:** Proposer and DCR expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

- 19. CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Proposer and DCR.
- 20. TERMINATION FOR DEFAULT:** The DCR reserves the right to enforce the performance of this proposal in any manner prescribed by law or deemed to be in the best interest of the DCR in the event of breach or default. The DCR reserves the right to terminate the contract immediately in the event the proposer fails to:
- (1) meet required milestones, or
  - (2) otherwise perform in accordance with this proposal and incorporated documents, including the lease resulting from the proposal process. Breach of contract or default authorizes the DCR to award to another proposer and charge the full increase in cost and handling to the defaulting proposer.
- 21. INSPECTION:** All goods and services will be subject to inspection and testing by DCR prior to acceptance. Goods rejected and goods supplied in excess of quantities ordered may be returned to the PROPOSER at its expense. If any of the goods or services are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this purchase order, including any applicable drawings and specifications, then DCR, in addition to such other rights and remedies it may have by contract or by law or equity, at its sole discretion may reject and return such goods at PROPOSER's expense, require PROPOSER to inspect the goods and remove nonconforming goods and/or require PROPOSER to replace nonconforming goods or services with conforming goods or services.
- 22. AUDIT:** the DCR reserves the right to audit the records and performance of proposer during the contract and for three years thereafter.
- 23. INSURANCE:** Prior to the commencement of work under this Contract, Proposer shall obtain and shall continue to maintain in full force and effect during the term of this Contract any insurance required by Law and any additional insurance that maybe required pursuant to the specification. Performance under the contract will not start until this obligation has been met. Carrier must be authorized to do business in Texas rated "A or better in the current Best Key Rating Guide. All policies shall be of the occurrence type and the DCR shall be listed as an additional insured (to the extent Contractor/DCR are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clauses does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming the DCR or DCR "shall be included" on all types of coverages.

#### TYPE AMOUNT

- a. Workers' Compensation Statutory

- b. Employer's Liability \$1,000,000
- c. Comprehensive General Liability \$1,000,000 (Combined Single Limit)
- d. Premises Operations
- e. Products Operations Hazard
- f. Contractual Insurance

**24. HB1295FORM:** At time of contract execution Proposer must provide a signed and notarized HB1295Form received directly from the State of Texas.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

**25. CONTRACT EXECUTION AND START DATE:** The awarded Proposer will have thirty calendar days after receiving the notice of award to return the executed lease, certificate of insurance, HB1295form, and Proposer setup packet (when applicable). The DCR reserves the right to terminate the contract immediately, place the PROPOSER on the DCR's debarred vendor list, and award to another PROPOSER in the event the PROPOSER fails to return the required documents by the indicated time. After documentation is received by the DCR a notice to proceed will be issued. The Proposer will have up to five calendar days to begin performance under this contract, unless otherwise agreed in writing between the DCR and PROPOSER.

**26.DISCUSSIONS & BEST AND FINAL OFFER:** The DCR may elect to hold discussions with proposers who have submitted a proposal and are determined to be reasonably qualified for the award of the contract. After discussion, the DCR may elect to obtain the best final offers from these proposers.

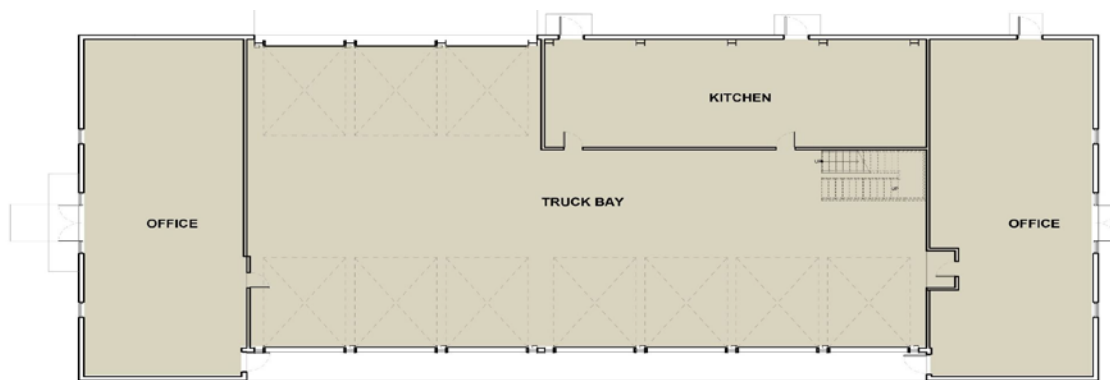
## Exhibit A – Site Plan



*Current Facade of the structure*



*Rooftop view of structure*



*Existing Site Layout*



*Renovated view of Exterior*