



**REQUEST FOR PROPOSAL
FOR
DEVELOPER**

**CITY OF WEATHERFORD
DEVELOPER OWNED HOTEL AND
CITY OWNED CONFERENCE
CENTER PROJECT**

RFP NO. 2021-007

Submittal Deadline: 2:00 p.m. on November 02, 2020

Submit Proposal to:

Purchasing Department
City of Weatherford
303 Palo Pinto
Weatherford, TX 76086

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1. NOTICE TO RESPONDENTS

1.1 General Information

The City of Weatherford (the “City”) is accepting proposals (“Proposals”) for a Developer to construct or cause to be constructed a Developer owned hotel and City owned Conference Center of approximately 25,000 square feet consisting of public conference and meeting rooms, a ballroom, public facilities and ancillary infrastructure, and a surface parking lot or parking structure (collectively, the “Project”) to be integrated with an upscale hotel with approximately 200 rooms (the “Hotel”), located on approximately 6.5 acres of City owned land. See “Exhibit A” attached hereto for a depiction of the proposed site plan and Property location. This Request for Proposal (“RFP”) provides information for selected parties to prepare and submit a response for consideration by the City.

This RFP is the second step in the process for selecting a Developer for the Conference Center pursuant to Chapter 2269, Subchapter G of the Texas Government Code (“Subchapter G”), after the Request for Qualifications 2021-004 was issued on September 21, 2020 (“RFQ”). This RFP provides the information necessary to prepare and submit Proposals including fee proposals. The City will rank the respondents to this RFP (“Respondents”) in the order that they provide the “best value” for the City based on the published selection criteria, RFP responses and on the ranking evaluations. Interviews of a developer may follow at the City’s option. The Respondent that will be selected as the developer for a Developer Owned Hotel and a City Owned Conference Center is hereinafter referred to as the “Selected Respondent”.

1.2 Public Information Statement

The City considers all information, documentation, and other material submitted in response to this solicitation to be of a non-confidential and non-proprietary nature and therefore subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is executed. Respondents are hereby notified that the City adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFP information.

Information in any tangible form which is submitted by Respondents will be treated as confidential until such time a contract is executed. After that time, the information may be disclosed to requestors under the Texas Public Information Act, Chapter 552, Texas Government Code.

Further, Respondents are hereby notified that the City will be required to post rankings of each Proposal received pursuant to Texas Government Code, Section 2269.308(d), and any resultant contract from this RFP on the City’s website pursuant to Texas Government Code, Section 2261.253(a)(1).

1.3 **Submittal Deadline**

- Submissions Due: Proposals must be received prior to 2:00 p.m. Central Time on November 03, 2020.
- Form of Submission: Submit one (1) original Proposal and six (6) hard copies of the Proposal. Submit one (1) electronic copy in PDF format on CD or USB device.
- Deliver Proposals to: Purchasing Department
City of Weatherford
303 Palo Pinto
Weatherford TX, 76086
817-598-4232
ccoffman@weatherfordtx.gov

1.4 **Obligations of Parties**

Submission of a Proposal indicates Respondent's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by the City during the evaluation process.

Furthermore, Respondent understands and acknowledges by submitting a Proposal that any and all costs incurred by the Respondent as a result of the Respondent's efforts to participate in this selection process shall be at the sole risk and obligation of the Respondent.

The City will not provide compensation to Respondents for any expenses incurred for proposal preparation or for any presentations made.

The City makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all Proposals, advertise for new Proposals, or to accept any Proposals deemed to be in the best interest of the City. A response to this RFP, or all responses, may be accepted or rejected by the City for any reason or for no reason, without any resulting liability to the City and its advisors to the RFP, and the City may waive any formalities or technicalities.

1.5 **Completeness of Proposal**

Respondent should carefully read the information contained herein. It is the responsibility of the Respondent to submit a complete response to all requirements and questions.

Proposals which are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification at the option of the City.

Each Proposal should be prepared simply and economically, providing a straightforward, concise description of the firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs.

1.6 **Withdrawal or Modification**

A Proposal may be withdrawn and resubmitted any time prior to the time set for receipt of Proposals. No Proposal may be changed, amended, or modified after the submittal deadline. No Proposal may be withdrawn after the submittal deadline without approval by the City, which shall be based on Respondent's written request stating reasons for withdrawing the Proposal that are acceptable, in the City's opinion.

1.7 **Ownership of Proposals**

Proposals and any other information submitted by Respondents shall become the property of the City; however, the City may return all other Proposal information once a contract award is made.

1.8 **Validity Period**

Proposals are to be valid for the City's acceptance for a minimum of ninety (90) days from the submittal deadline date to allow time for evaluation and selection. A Proposal, if accepted, shall remain valid for the life of the contracts resulting from this selection process.

1.9 **General Conditions**

By submitting a Proposal, Respondent certifies that any attached or referenced conditions or documents are applicable to this procurement only to the extent that they do not conflict with the statutes or Administrative Code of the State of Texas, or the advertised contract conditions, and that they do not impose additional requirements on the City. Respondent further certifies that the submission of a Proposal is the Respondent's good faith intent to contract to develop the Conference Center as specified herein and that such intent to contract is not contingent upon acceptance or execution of any such attached or referenced conditions, or other documents.

2. EXECUTIVE SUMMARY

2.1 **Scope of Work**

As discussed briefly above in Section 1.1, the Project will consist of a first-class Conference center of approximately 25,000 square feet consisting of public conference and meeting rooms, a ballroom, public facilities and ancillary infrastructure, and a surface parking lot or parking structure. Although the Hotel will be owned by the Developer and the Conference Center will be owned by the City, both the Hotel and Conference Center are being planned as an integrated complex that will rely upon shared structural, civil and mechanical systems. The Conference Center and the Hotel will offer facilities for members of the public and hotel guests to arrange and attend Conferences, conferences, weddings, business meetings, and social events.

The intent is for the Conference Center and the Hotel to be designed and constructed concurrently. The design of the Conference Center will coordinate with the design of the Hotel and the other structures to be one commonly themed site development and will be in keeping with the master plan for the development.

In order to accommodate the widest variety of user groups, the ballroom and meeting spaces need to be as flexible as possible and configurable to simultaneously accommodate multiple events. The City desires the best combination of a ballroom, meeting rooms, break-out rooms, boardrooms or suites that are architecturally appealing with high-end finishes, a main ballroom capable of accommodating a banquet of approximately 900 people and divisible into separate

spaces, a second meeting room that also divides into separate spaces. The City also desires an outdoor courtyard with landscaping to be utilized for the Hotel and Conference Center and public events.

The Selected Respondent will be required to enter into a development agreement with the City. The Selected Respondent shall be expected to provide services throughout the design phase, development phase, construction document phase, and the construction phase. The scope of services is further explained in the RFQ.

3. PROPOSAL REQUIREMENTS

Respondents are asked to comply with the Proposal requirements described in this Section 3.

- 3.1 **Transmittal Letter.** A cover letter and offer to negotiate including:
 - 3.1.1 A statement that the signatory is authorized to submit the Proposal.
 - 3.1.2 A statement that the Proposal will remain in effect for a minimum of 180 days.
 - 3.1.3 Name of a single contact person for all correspondence and notifications for the team.
 - 3.1.4 An offer to negotiate indicating the team's awareness and agreement to comply with the terms of this RFP.
- 3.2 **Physical Development Proposal.** Respondents shall provide a description of the proposed Conference Center, depicted in layouts or diagrams that would be helpful in understanding the proposed development.
- 3.3 **Project Schedule.** Respondents shall utilize the condensed preliminary project schedule attached hereto as "Exhibit B" and provide a more specific schedule, from authorization to negotiation through opening of the Conference Center and Hotel.
- 3.4 **Project Architect.** Respondent shall identify which Architect they intend to use for this Project and provide reasons for their selection.
- 3.5 **Project Construction.** Respondent shall provide the names of 3 General Contractors or Design Builders whom they would consider using for this Project and reasons for their consideration.

Please note that the City have the right to accept or reject the Developers chosen Architect and/or their General Contractor/Design Builder.
- 3.6 **Pricing and Project Delivery Proposal.** Respondent's Proposal shall include (i) the Developer's rough order of magnitude of Project costs for the scope outlined in Section 2.1; and (ii) Developer's proposed fee for the Project; and (iii) the Developer's delivery method for the Project.

3.7 **Respondent's Compliance.** Respondent agrees to the following certifications when Respondent submits a Proposal:

3.7.1 Respondent agrees to furnish all services to construct the Conference Center at the prices quoted and comply with all terms, conditions, and requirements set forth in the RFP documents and contained herein.

3.7.2 Respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Proposal.

3.7.3 A corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the firm is exempt from the payment of such taxes, or that the firm is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.

3.7.4 Respondent certifies that all statements and information prepared and submitted in response to this RFP are current, complete, and accurate.

3.7.5 Respondent certifies that the individual submitting documents made part of this RFP is authorized to act on behalf of the firm and to bind the firm under any contract which may result from the submission of this Proposal.

4. PROPOSAL FORMAT

4.1 Content

Proposals shall consist of responses to requirements and questions identified in Section 3 of this RFP. In cases where a question does not apply or if you are unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response) as appropriate.

4.2 Table of Contents

Include a table of contents that includes page number references. The table of contents should be in sufficient detail to facilitate easy reference of the sections of the Proposal as well as any separate attachments, if any.

4.3 Bound and enclosed in an Envelope

All submissions should be soft cover bound and no larger than 8.5" x 11". Please do not submit materials in three-ring binders. The materials submitted must be enclosed in a sealed envelope; the RFP number must be clearly visible; and the name and return address of the Respondent must be clearly visible.

EXHIBIT A

Site Plan

See Attachment for Site Studies

EXHIBIT B
Project Schedule

A condensed preliminary Project schedule is provided below with key Project milestones. Note that the Conference Center must be designed and constructed concurrently with the Hotel.

Substantially Complete Construction Documents	December, 2022
Commence Construction	March 2023
Expected Project Completion	September 2024

Note: Above dates are subject to change