



REQUEST FOR QUALIFICATIONS
FOR
CITY OF WEATHERFORD
HOTEL AND CONFERENCE CENTER
DEVELOPMENT

RFQ No. 2021-004

Submittal Deadline:
Tuesday, October 06, 2020
2:30 p.m.

Return Qualifications
Purchasing Department
City of Weatherford
303 Palo Pinto Street
Weatherford, Texas 76086

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A. GENERAL TERMS AND CONDITIONS

1. NOTICE OF REQUEST FOR DEVELOPER QUALIFICATIONS

- 1.1 Sealed responses containing Developer qualifications for the components of the Hotel and Conference Center detailed in this Request for Qualifications ("RFQ") will be received by the City of Weatherford, Texas until 2:30 p.m., CST, October 06, 2020 at:

Purchasing Department
City of Weatherford
303 Palo Pinto Street
Weatherford, Texas 76086

All items and information required by this RFQ must be delivered to the Purchasing Department as indicated herein. Responses must be received in the Purchasing Department no later than the above date and time to be considered. To be considered, all responses must include a copy of all amendments to the RFQ signed by a person authorized to bind the company in a contract.

Submittals received after the deadline shall be considered void and unacceptable. The City of Weatherford is not responsible for lateness or non-delivery of mail, carrier, etc. Each submittal will be date/time stamped in the Purchasing Department when received and this will be considered the official time of receipt.

Signed acknowledgement of the receipt of the questions and answers are not required to be submitted as part of your response.

Register and request an RFQ and/or submit questions to the City of Weatherford's Purchasing Department at 817-598-4232 or e-mail ccoffman@weatherfordtx.gov.

- 1.2 All potential respondents must register with the purchasing department, City of Weatherford and request a copy of the RFQ.
- 1.2.1 Registration assures that all registered respondents receive all clarifications and amendments to the RFQ. Registration shall require the name of the company, mailing address, email address, telephone number and name and title of contact person.
- 1.2.2 Submissions from non-registered respondents may find their responses deemed as non-responsive due to the omission of subsequent information or amendments provided only to the registered respondents.

- 1.3 All questions and requests for clarification must be submitted in writing and will be answered in writing. All questions may be aggregated into a question and answer sheet that will then be provided to all respondents registered under Section 1.3 prior to the proposal due date. All questions must be submitted prior to the proposal due date, i.e. by 2:00 p.m. CT on September 30, 2020. Submit questions to ccoffman@weatherfordtx.gov.
- 1.4 The City reserves the right to accept or reject any or all responses, advertise for new RFQ responses, or to accept any RFQ response deemed to be in the best interest of the Project. A response to this RFQ, 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 RFQ, and the City may waive any formalities and technicalities.
- 1.5 Respondents should not construe a response to this RFQ as a contract nor infer a commitment of any kind. A separate contract will be negotiated with the best evaluated respondent using the submitted proposal as the basis for the contract. The RFQ does not commit the City to pay for costs incurred in the submission of a response to this RFQ or for any costs incurred prior to the execution of a final contract. Responding Developers acknowledge and agree that the city will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by any respondent as a result of, or arising out of, submitting a concept, negotiation changes to the proponent's concept, or due to the City's acceptance or non-acceptance of the concept.
- 1.6 Submittals must comply with all applicable federal, state, county and local laws concerning these types of services.
- 1.7 The apparent silence of this RFQ 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.
- 1.8 This RFQ is based upon the Scope of Services described herein and the other information provided in this document. Each respondent is required before submitting their response to be thoroughly familiar with the scope, the information in this RFQ and the terms and conditions contained herein. No allowance will be made because of lack of knowledge of this RFQ. It is the responsibility of each respondent to ascertain the completeness of the information

contained herein and to thoroughly address those concerns through questions or requests for clarification prior to formulating and submitting their response.

- 1.9 At the end of the initial evaluation, an evaluation committee will qualify and rank the candidates. Conference calls or interviews may be conducted with respondents deemed by the evaluation committee as having submitted proposals that warrant further consideration.
- 1.10 Please do not include confidential and/or proprietary information that disclosure of its contents to competitors would cause you substantial competitive harm.
- 1.11 The respondent may include reports or other Project information that the Developer desires to submit for consideration. Additional material should be clearly labeled in the response as Exhibits.
- 1.12 One (1) original and six (6) copies as well as one (1) electronic copy (CD or USB device) in PDF format of the above materials must be delivered in a sealed envelope clearly marked "Hotel and Conference Center Development" RFQ by not later than 2:30 p.m. CST on October 06, 2020 to:

Purchasing Department
City of Weatherford
303 Palo Pinto Street
Weatherford, TX 76086
- 1.13 The proposals must be sealed and contained acknowledged (signed) copies of all amendments to the original RFQ. Responses received after the time and date specified in the RFQ or modified by any subsequent amendments will not be considered. Submitted materials are to be soft cover bound and no larger than 9" x 12". Please do not submit materials in three-ring binders. Please limit to a maximum of 50 pages.

2. SPECIAL CONDITIONS

- 2.1 The information contained herein is provided solely for the convenience of prospective hotel/conference center development entities. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. Neither the City nor its advisors provide any assurance as the accuracy of any information in this document.
- 2.2 Any reliance on these contents, or any prior communications with City officials or advisors, shall be at the respondent's own risk. Prospective

respondents should rely exclusively on their own investigations, interpretations, and analyses in connection with this matter. This RFQ is being provided by the City and its advisors without any warranty or representation express or implied, as to its content, its accuracy or completeness. No warranty or presentation is being made by the City or its advisors that any response conforming to these requirements will be selected for consideration, negotiation, or approval.

- 2.3 The City and its advisors shall have no obligation or liability with respect to this RFQ and this selection and award process or whether any award will be made. Any recipient of the RFQ who responds hereto fully acknowledges all the provisions of this disclaimer and the disclosure set forth hereafter is totally relying on said disclaimer and disclosure and agrees to be bound by the terms hereof. Any responses submitted to the City or its advisors pursuant to this RFQ are submitted at the sole risk and responsibility of the party submitting such response.
- 2.4 Any action or response taken by the City for any reason or for no stated reason made pursuant to this RFQ or in making any award or failure or refusal to make any award pursuant to such submittal, or in any cancellation of an award, or in any withdrawal or cancellation of this RFQ, either before or after issuance of an award, shall be without any liability or obligation of the City or its advisors.
- 2.5 This RFQ does not commit the City to procure or award a contract for the scope of work described herein. This RFQ does not commit the City to defray any costs incurred in responding to the RFQ.
- 2.6 The City reserves the right to cancel, alter or amend this RFQ. The City reserves the right to request clarifications from the Developers.
- 2.7 The City reserves the right to endorse with conditions all, some, or none of the Developers.
- 2.8 The City shall provide the release of all public information concerning the Project, including selection announcements and contract awards. Those desiring to release information to the public must receive prior written approval from an authorized representative of the City.
- 2.9 Indebtedness to the City of Weatherford; The City of Weatherford will not award a contract to respondents who are delinquent in the indebtedness to the City.

- 2.10 Prior to the award of any contract for this Project, the selected Developer must furnish and place on file in the Purchasing Department any insurance certificate required by the City.
- 2.11 In case of any doubt or difference of opinion as to the items furnished herein, the decision of the City shall be final and binding on all parties. All matters relating to the validity of any provision of this RFQ or any subsequent agreement entered into pursuant to or as a result of this RFQ, the laws of the State of Texas shall have jurisdiction with respect to any action brought under the RFQ or under any subsequent agreements entered into pursuant to and as a result of the RFQ. Venue and jurisdiction of any suit, right or cause or actions arising under or in connection with these specifications shall lie exclusively in Parker County, Texas.

B. DESCRIPTION OF PROJECT

3. INTRODUCTION

- 3.1 This request for Qualifications is the first step in a process that may culminate in a negotiated agreement between the City of Weatherford, Texas, and a qualified Developer (the "Developer"). The Developer will construct or cause to be constructed the Developer owned hotel and City-owned conference center (the "Project"), and provide for the operation of the hotel and conference center under a separate lease agreement with the City or its assigns.
- 3.2 The Site is depicted in "Attachment 1" and is located within the corporate limits of the City of Weatherford (the "Site"). The Site as depicted consist of approximately 6.5 acres. The City will own the portion of the Site necessary to comply with the enabling legislation and the remainder of the Site will be owned by the Developer. The hotel and conference center will be elevated and enjoyed visibility from Interstate 20 from the east and west and have direct access to Interstate 20.
- 3.3 The City will consider respondent's preferred configurations of the required Project elements, but the ultimate configuration is subject to City review and approval.
- 3.4 The City's objectives are to: (i) be a catalyst for the development of the south east I-20 corridor of the city, (ii) add high-end hotel room inventory to support the City's convention business, and (iii) improve the City's competitiveness in the tourism, convention and meeting industry.

3.5 This RFQ describes the Project in general, the design criteria, the required Scope of Services, the Developer selection process, and the minimum information that must be included with the submittal. Failure to submit information in accordance with the requirements and procedures listed herein may be cause for disqualification.

3.6 The City is estimating the Project capital cost of the conference center to be approximately \$20 million.

4. PROJECT DESCRIPTION

4.1 Description of Site: "Attachment 1."

4.2 Description of Hotel.

4.2.1 200+ or key rooms.

4.2.2 While the brand of the hotel may be negotiated, the City is interested in a full-service architecturally appealing hotel, with high end finishes such as constructed by Omni, Marriott, Hyatt and Hilton .

4.2.3 Full-service conference hotel includes, but not limited to amenities such as restaurants, a lounge, bar, hotel type small conveniences store, coffee bar, pool, fitness center, concierge desk and other amenities that may be provided by a hotel conference center.

4.2.4 Medium rise with an atrium or three-story ceiling over the front desk, restaurant and lobby area type design is preferred.

4.2.5 Large kitchen facility that can also serve the hotel and conference center.

4.2.6 The design of the hotel will coordinate with the design of the conference center and the other structures on the site plan to appear to be on commonly themed site development and will be in keeping with the master plan for the development.

4.3 Description of Conference Center

4.3.1 25,000 square feet of net usable space of which a main ballroom capable of accommodating a banquet of 900 attendees.

- 4.3.2 Constructed either as a distinct portion of the hotel or as a separate building physically connected to the hotel.
 - 4.3.3 Best combination of grand ballroom, junior ballroom, break-out rooms, boardrooms, or suites, that are architecturally appealing with high end finishes.
 - 4.3.4 Most current technical design including audio, video, and lighting.
 - 4.3.5 Outdoor/Courtyard/Plaza spaces with landscaping to be utilized for hotel/conference center and public events.
 - 4.3.6 The design of the conference center will coordinate with the design of the hotel and the other structures on the site plan to appear to be one commonly themed development and will be in keeping with the master plan for the development.
- 4.4 While the City contemplates the Project to include financial assistance including but not limited to eligible reimbursable State sales taxes, City property and sales taxes, special taxing district financing and tax-exempt bond financing for eligible components of the Project, responses should not assume a particular level of assistance or financing.

Note: Among the City's selection criteria will be the Respondents ability to demonstrate the ability to deliver efficient and effective utilization of State and City incentives to deliver the highest quality Project regardless of the reliance on public funds.

- 4.5 The City has additional goals for the Project, and these include:
- 4.5.1 A project with strong design characteristics, potentially rising to iconic status without substantial additional cost as well as being architecturally compatible with the master plan for the development.
 - 4.5.2 A project where pedestrian street activity is maximized via retail, restaurants and other uses at street level for both the hotel and conference center.
 - 4.5.3 A Project with sustainability within the design.
 - 4.5.4 The City has the following finance objectives:
 - Limit financial participation by the City.

- Ensure that the hotel is operated with the benefit of the conference center in mind.
- Complete a deal structure that results in the successful development of the Project in a timely manner.
- The hotel will have a reasonable target opening date after approval of the contract.

5. DEVELOPER SCOPE OF SERVICES. This RFQ is based upon the following Scope of Services and the other information provided in this document. Each respondent is required before submitting their response to be thoroughly familiar with this scope, the information in this RFQ and the terms and conditions contained herein. No allowance will be made because of lack of knowledge of this RFQ. It is the responsibility of each respondent to ascertain the completeness of the information contained herein and to thoroughly address those concerns in their response.

5.1 The City anticipates entering into a development agreement (“Agreement”) with a firm to serve as the Developer of the Project. Under the Agreement, the Developer will be expected to commit to the development of a hotel and conference center property that meets the required specifications and opening schedule.

5.2 The Developer is expected to be responsible for all aspects of the development process for the Site including planning, permits, design required governmental approvals, procurement, construction and commissioning of the hotel and conference center. The City owns the Site and commits to expedite the approvals process.

5.3 The City intends for the Developer to develop the hotel and conference center, to manage the development process and to provide for the operation and management of the hotel and the conference center.

5.4 The terms and conditions of the scope of services will be established through the proposal and negotiation activities occurring during Phases 2 and 3 of the selection processes.

6. SELECTION PROCESS

6.1 Developer selection will involve a three-phase solicitation process for the selection of the Developer. The total process includes:

Phase 1 – Developer Qualifications

Phase 2 – Development Proposals and Ranking (“RFP”)

Phase 3 – Negotiation with Top-Ranked Developer

- 6.2 In Phase 1, respondents are asked to:
- 6.2.1 Comment on the Site, the current recommendations for locating the hotel and conference center preferences, any additions to the development (such as retail or other uses) and other elements deemed desirable to the development.
 - 6.2.2 Demonstrate that the Site size and geometry can accommodate program space requirements for a 200 + or – room, full-service conference center hotel.
 - 6.2.3 Demonstrate that the Developer is technically experienced and financially capable of producing projects of this scale.
 - 6.2.4 Demonstrate that the Developer has a satisfactory record of performance.
 - 6.2.5 The City anticipates entering into a development agreement (“Agreement”) with a firm to serve as the developer of the proposed hotel/conference center. Under the agreement, the Developer will be expected to commit to the development of a hotel and conference center property that meets the required specifications and opening schedule.
- 6.3 Developer that meet the selection criteria in Phase 1 may be invited to participate in Phase 2 of the selection process. The finalist(s) will be requested to submit Request for Proposals (“RFP”). Phase 2 may require the submission of a development proposal for the selection of a Developer that may include:
- 6.3.1 A draft development term sheet addressing; (i) a preliminary Project schedule, (ii) a conceptual design that accommodated program requirements, (iii) a proposed Project delivery method, (iv) a financial proposal for the terms of development, asset management and hotel/conference center management costs and (v) other terms and conditions as may be necessary.
 - 6.3.2 Identification of the management company and their preferred hotel flag.

6.3.3 Identification and confirmation of the ability to acquire an acceptable franchise agreement or other appropriate branding agreement for the proposal hotel.

6.4 Phase 3 will formalize development and operating agreements through a negotiation process with the top-ranked Developer. Negotiation of the terms, conditions and fees related to the development proposals shall be limited to one hundred twenty (120) days following the commencement of negotiations.

7. MINIMUM QUALIFICATIONS FOR DEVELOPER

7.1 Developers and the individuals put forth in Section 8.4 are to have experience and expertise in hotel and conference center development, design construction and operations.

7.2 The Developer must demonstrate experience on other projects involving hotel and conference centers that are either completed or currently under construction. Preference will be given to firms who can display successful Public Private Partnership experience with hotel and conference centers.

7.3 The Developer must demonstrate the ability to design, acquire permits and other approvals, construct and deliver the Project for a guaranteed maximum price ("GMP") or a fixed price.

7.4 The Developer must demonstrate the ability to operate or cause the hotel/conference center property to be operated in a professional manner consistent with the standards of convention class full-service hotel properties in the United States.

8. SUBMISSION REQUIREMENTS FOR THIS RFQ

Each qualification submittal shall contain all the items listed below and filed in the categorical order stated below. Submittals shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirement of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs. Incomplete submittals may be rejected in technical review by the Evaluation Committee.

8.1 THE COVER LETTER, which shall serve as a Certificate of Authority and must be signed by an officer member or partner of the Developer with authority to contractually bind the developer or master developer.

8.2 EXECUTIVE SUMMARY

8.2.1 Briefly state your understanding of the services being requested and your ability to comply with the requirements as stated herein.

8.2.2 Provide highlights of the submittal materials and reasons your firm should be selected.

8.3 DEVELOPER INFORMATION

8.3.1 Describe the role of everyone within the Developer firm and the composition, legal form, and organizational structure of the Developer. Joint ventures should provide all requested information for the joint venture as well as each member, entity or individual.

8.3.2 Name, address and telephone number for Project owner, owner's project manager and/or owner's contact person on the Project.

8.3.3 Provide a listing of the present workload and capacity of the Developer.

8.3.4 Most recently available financial statements for the Developer.

8.4 DEVELOPMENT EXPERIENCE AND REFERENCES

8.4.1 Experience. Provide a narrative in three (3) pages or less that describes the Developer's qualifications as they relate to the Project. Proposed Key Personnel/Organization Chart. Key personnel included in this section are expected to be the same personnel that will be assigned to the Project, if awarded. Provide a detailed organizational chart of your firm, identifying key personnel who will be committed to work on the various tasks for this Project. In addition, provide a narrative description of the organization chart describing the proposed assignments, roles, and responsibilities.

8.4.2 Project sheets. Respondent shall provide 2-page Project sheets for three (3) successfully completed Public Private Partnership development Projects involving both hotel and conference centers in the past (10) years. For each highlighted Project, the Project sheet shall include the following:

- Description of the Project including level of LEED certification obtained, if any.
- Photograph of the Project.
- If not DB Contract, identify type of contract.
- Project's proposed substantial completion date and actual substantial completion date (explain inconsistencies).
- Project's original construction contract amount and final construction contract amount (explain inconsistencies).
- The owner's name or the name of the representative (if different) who served as the day-to-day liaison for the construction phase of the Project in the following format:

Name of Owner: _____

Name of Owner's Representative: _____

Representative's Phone Number: _____

Representative's E-mail: _____

8.5 CONFERENCE CENTER AND HOTEL OPERATING EXPERIENCE

The City intends for the City owned conference center to be managed and operated by the Developer. Demonstrate that the Developer and/or the Developer selected operator have experience in the operations of conference centers and conference center hotels. Describe the level of Developer or Developer selected operator experience in similar types of facilities including the ability to market and promote the facility and cite specific examples.

9. EVALUATION CRITERIA

Selection of a Developer will be based upon qualifications only. The selection process will not include a design competition. City in the RFQ shall not consider cost related or price related evaluation factors. After the receipt of the RFQ response, a final list of Developers will be determined from a review and rating of the responses. A maximum of five respondents will be selected to submit proposals. Selection criteria in determining qualifications include the following:

- 9.1 Ability to meet the City’s objectives as described in Section 2 and 3 of this RFQ.....30%
- 9.2 Developer experience with other hotel and conference center Projects.....30%
- 9.3 Qualification and ability of Developer or Developer selected operator to perform their respective role.....20%
- 9.4 The financial capabilities of the Developer20%

10. SELECTION PROCESS SCHEDULE.

The following is the proposed schedule for the Project:

- Release of RFQSeptember 21, 2020
- Questions Deadline.....September 30, 2020
- Submittal/Opening of Qualifications @ 2:30 p.m. October 06, 2020
- Evaluation of RFQ..... October – 2020
- Rank Developers..... October – 2020
- Notice to Authorized Developers to Submit RFP..... October – 2020
- RFP Due..... October – November 2020
- Interview and Rank Finalist..... November - 2020
- Select Finalist (Optional)..... November 2020
- Negotiate and Enter into a Developer Agreement..... November 2020

However, these target dates are subject to change.

11. ATTACHMENTS AND INFORMATION

- 11.1 Site Attachment “1.”
- 11.2 Affidavit of Ownership – Attachment 2
- 11.3 House Bill 1295 verbiage

ATTACHMENT 1
PROPOSED SITE

Attachment One is included as a separate document titled as
“Weatherford Hotel Site Studies”.

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. [NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]

Contracting Entity

Name: _____

Business Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (_____) _____

Email Address [OPTIONAL] _____

5% or More Owner(s)/Officers of Non-Profit Corporation
(IF NONE, STATE "NONE.")

Name: _____

Business Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (____) _____

Email Address [OPTIONAL] _____

6. Optional Information

Contracting Entity and/or _____
[NAME OF OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____
[CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

Name of Debtor: _____

Type of Debt: _____

Account Nos.: _____

Case or File Nos.: _____

Attorney/Agent Name: _____

Attorney/Agent Phone No.: _____

Delinquent Years/Months: _____

Status of Appeal [DESCRIBE]:

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__.

Affiant

(Seal)

Notary Public in and for the State of _____

NOTE:

This affidavit constitutes a government record as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code.

Attach additional pages if needed to supply the required names and addresses.

Attachment 3

CERTIFICATE OF INTERESTED PARTIES: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and, as it applies to contracts entered on or after January 1, 2016. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require an action or vote by the governing body of the entity.

With regards to City of Weatherford purchases, a vendor that is awarded a contract or purchase that is greater than \$50,000 is required to electronically create a Form 1295 through the Texas Ethics Commission website at www.ethics.state.tx.us/File and submit a signed and notarized copy of the form to the City. The City will not enter a contract or make a purchase more than \$50,000 unless the City receives a properly completed Form 1295.