

**CITY OF PRESIDIO**

**REQUEST FOR QUALIFICATIONS**

**FOR**

**MASTER DEVELOPER OF THE PRESIDIO DOWNTOWN HOTEL  
AND CONVENTION CENTER**

**AT**

**DOWNTOWN PRESIDIO, TEXAS**

**RFP# ONE**

**Purchasing Department  
City of Presidio  
507 West O'Reilly Street  
P.O. Box 1899  
Presidio, TX 79845**

**FEBRUARY 10, 2021**

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## SECTION 1. Procurement Background

### 1.1 General Notice

- 1.1.1 The City of Presidio (“Presidio”) extends this Request For Qualifications (“RFQ”) to solicit a Statement of Qualification (“SOQ”) from any interested party (“Proposer”) for a Master Developer (“Services”) for the construction of a hotel and proposed convention center located in downtown Presidio, Texas (“Project”). In addition to the construction of the Project, Presidio is requiring that the selected Proposer operate and manage the conference center under a separate lease agreement.
- 1.1.2 The Site is depicted in **Attachment A** and is located within the corporate limits of the City of Presidio, Texas (“Site”). The Site as depicted consist of approximately \_\_\_\_\_ 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.

### 1.2 Scope of Services

- 1.2.1 This RFQ is based upon the following Scope of Services and the other information provided in this document and any attachments. 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.
- 1.2.2 Presidio anticipates entering into a development agreement (“Agreement”) with a firm to serve as the Master Developer of the Project. Under the Agreement, the Proposer will be expected to commit to the development of a hotel and proposed conference center property that meets the required specifications and opening schedule.
- 1.2.3 The Proposer 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 proposed conference center. Presidio owns the Site and commits to expedite the approvals process.
- 1.2.4 Presidio intends for the Proposer 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.
- 1.2.5 The terms and conditions of the scope of services will be established through the proposal and negotiation activities occurring during the selection processes.

### 1.3 Conceptual Schedule

- 1.3.1 Design elements of Phase One of the Project must be completed by **December 31, 2021** with construction to begin no later than **October 1, 2022**.

### 1.4 Additional Information and Procurement Process

- 1.4.1 Services required consist of Master Developer services as further described in the RFQ.
- 1.4.2 Additional information related to this Project can be found on **Attachment B**.

### 1.5 Procurement Conference

- 1.5.1 A procurement conference will be held as requested by interested parties.

## 1.6 Delivery of SOQs and Procurement Schedule

1.6.1 For the SOQ to be accepted, deliver the SOQ to one of the addresses shown below no later than:

2:00 p.m. on Monday, March 22, 2021

**SOQS RECEIVED AFTER THIS TIME WILL BE RETURNED UNOPENED**

Address SOQs to:

City of Presidio  
ATTN: City Secretary  
507 West O'Reilly Street  
Presidio, TX 79845

### 1.6.2 Procurement Schedule

Activity	Date
Issue RFQ	February 1, 2021
SOQ Preparation Period	February 8 - – March 22, 2021
Proposer Meeting- Procurement Conference	TBD
Submission of SOQs	March 22, 2021
Review and evaluation of SOQs	
Interviews (please hold dates)	TBD
Final review and evaluation of SOQs	
Selection and Negotiation	April 2, 2021

1.6.3 Presidio assumes no obligations, responsibilities and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFQ. All such costs shall be borne solely by each Proposer.

## 1.7 Point of Contact

1.7.1 To ensure fairness during the procurement process, until the Agreement is executed, Proposers and their employees, representatives and agents shall not contact Presidio staff, member of selection committee, City Council member, or any other official, employee, or representative involved with this procurement process other than the point of contact identified below ("Point of Contact").

Brad Newton,  
City Administrator  
507 W. O'Reilly St.  
P.O. Box 1899,  
Presidio, TX 79845  
PHONE:[432-229-3517]  
[bnewton@presidiotx.us](mailto:bnewton@presidiotx.us)

- 1.7.2 All communication and direct questions regarding this RFQ and Project are to be submitted by email specifically referencing this RFQ, to the Point of Contact. Modifications to the RFQ can only be made by Addenda.
- 1.7.3 All communications are subject to distribution to all Proposers except that Presidio will endeavor to prevent disclosure to other Proposers' information unique to a particular Proposer or otherwise identified as proprietary or confidential by a Proposer. Presidio will share with all Proposers all addenda to this RFQ including any revisions based on its review of Proposer comment and questions concerning this RFQ. Presidio disclaims the accuracy of information derived from any source other than Presidio's Point of Contact, and the use of any such information is at the sole risk of the Proposer. Only answers and responses issued by formal addenda shall be final and binding upon Presidio. Oral and other interpretations shall be without legal effect and Proposer shall not rely on such oral and other interpretations.

## SECTION 2. Instructions for Proposers

### 2.1 Defined Terms

- 2.1.1 Terms used in the RFQ will have the meanings indicated in this RFQ.
- 2.1.2 For purposes of this RFQ and when used elsewhere in this RFQ the following definitions shall apply:
  - A. "Proposer" means the corporate entity or firm that submits the SOQ in response to this RFQ and seeks to be awarded the Agreement with Presidio for the Project and if selected for the Project will execute the Agreement.
  - B. "Developer Team" means the Proposer selected for the Project and awarded the Agreement that will execute the Agreement.
  - C. "Subdeveloper" means an individual or entity having a direct contract with the Developer Team or with any other Subconsultant for the performance of part of the Services.
  - D. "Work" means the entire design or the various separately identifiable parts thereof required to be provided under the contract documents.

### 2.2 RFQ

- 2.2.1 Neither Presidio nor Presidio's Representatives and Consultants assumes any responsibility for errors or misinterpretations resulting from the use of an incomplete RFQ.
- 2.2.2 Prior to the SOQ submission deadline stated in this RFQ, submit all questions about the meaning or intent of the RFQ, Addenda and the related supplemental information to the Point of Contact as indicated in the RFQ. Interpretations or clarifications considered necessary by Presidio in response to such questions will be issued by Addenda. Addenda will be transmitted by email. Questions received less than 3 days prior to the date for opening of SOQs may not be answered.
- 2.2.3 Presidio will make copies of this RFQ available on the above terms only for the purpose of obtaining SOQs to determine the Proposers that are selected as the Design Team and does not confer a license or grant permission or authorization for any other use. The

ranking will be in accordance with the evaluation criteria and weighting described in the RFQ.

## **2.3 SOQ Submittal**

- 2.3.1 Proposers are required to submit an SOQ for consideration and subsequent award of the Agreement for the Services.
- 2.3.2 The SOQ shall be completed and submitted in accordance with Section 3 of the RFQ.
- 2.3.3 Before submitting an SOQ:
  - A. Examine and carefully study the RFQ, including any Addenda and the related supplemental information identified in the RFQ.
  - B. Become familiar and satisfied with all federal, state, and local laws and regulations that may affect cost, progress, or the provisions of the Services.
  - C. Carefully study and correlate the information known to Proposer with the RFQ, Addenda and the related supplemental information identified in the RFQ.
  - D. Promptly give Point of Contact written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer discovers in the RFQ, Addenda and the related supplemental information.
- 2.3.4 All materials submitted to Presidio become public property and are subject to the Texas Public Information Act, Texas Government Code Chapter 552. If the SOQ contains proprietary information that the Proposer does not want disclosed, each page containing such information must be identified and marked "PROPRIETARY" at the time of submittal. Presidio will, to the extent provided by law, endeavor to protect such information from disclosure. Proposers will be notified in writing by Presidio if proprietary information is requested and Proposer will be given an opportunity to request from the Texas Attorney General that the information be withheld. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request. Proposers shall not be permitted to mark their entire SOQ as proprietary.

## **2.4 Interviews**

- 2.4.1 Presidio, at its sole discretion, may choose to conduct interviews with any or all Proposers to provide Proposers a better opportunity to demonstrate their qualifications and experience and how they can provide the best value to the Presidio for this Project.
- 2.4.2 If Presidio chooses to conduct interviews Proposers will be notified of:
  - 1. The time and place for the interview.
  - 2. Interview format and agenda.
  - 3. Individuals that are expected to participate in the interview as a minimum.
- 2.4.3 Presidio will consider the information provided in these interviews and reassess, if appropriate and necessary the rankings of those Proposers. Using information from the SOQs and the interview, Presidio will make the final determination as to the selection of the Design Team.
- 2.4.4 Failure to participate in a requested interview may result in disqualification from consideration for the Project.

## 2.5 Withdrawal of SOQ

- 2.5.1 Deliver the document to the place where the SOQs are to be submitted prior to the date and time for the opening of the SOQs.
- 2.5.2 Proposers may withdraw an SOQ by providing a written request, duly executed by an authorized representative, and delivered to Presidio at any time prior to the SOQ submittal deadline or within 24 hours after SOQs are opened. If withdrawal is after SOQs are opened, the written request shall demonstrate to the reasonable satisfaction of Presidio that there was a material and substantial mistake in the preparation of its SOQ. Individuals making the withdrawal will be required to provide evidence of serving as an authorized representative of the Proposer.

## 2.6 Opening of SOQs

- 2.6.1 SOQs will be opened at the time and place indicated in this RFQ. Presidio will publicly acknowledge receipt of SOQs received in time to be considered. There will be no further discussion of the SOQs or the procurement process and no questions or comments will be received at this time and place.

## 2.7 Evaluation of SOQs

- 2.7.1 After the date of opening the SOQs, Presidio will evaluate and rank each SOQ with respect to the evaluation criteria and weighting described in this RFQ. In evaluating SOQs, Presidio will also consider whether or not the SOQs fully comply with the RFQ submittal requirements.

In considering SOQs, Presidio will evaluate, score and rank the SOQs in accordance with the evaluation criteria and weighting set forth in this RFQ to determine the SOQs that are the highest ranked.

- 2.7.2 The SOQs will be evaluated using the criteria and weighting indicated in the table below:

5	Excellent
4	Above Average
3	Average
2	Below Average
1	Poor
0	Non-Responsive

1	0-5	60%	<b>Master Development Firm's Qualifications</b> <ul style="list-style-type: none"><li>• Experience with development projects of a similar or larger size, complexity and vision as that described in this RFQ</li><li>• Experience with hotel, restaurant, bar and convention center development</li><li>• Experience with renovation and repurposing of existing structures</li><li>• Experience of staff to be assigned to the project</li><li>• [CAN ADD QUALIFICATIONS AS NEEDED]</li></ul>

2	0-5	30%	<b>Capacity</b> <ul style="list-style-type: none"> <li>• Projects currently in planning or under development</li> <li>• Role of Project in Respondent’s business plan</li> <li>• Proven ability to secure, structure, and implement layered financing for projects of similar or larger size, scope and complexity.</li> </ul>
3	0-5	10%	<b>Financial Capability</b> <ul style="list-style-type: none"> <li>• Potential sources of debt/equity capital available</li> <li>• Bank references.</li> </ul>
		100%	<b>Total Points for Criteria</b>

2.7.3 Material misstatements and/or inaccuracies in the information submitted in the SOQs that was relied upon for evaluation, scoring and ranking may be grounds for rejection of the SOQ for this Project. Any material misstatements and/or inaccuracies, if discovered after award of the Agreement may be grounds for immediate termination of the Agreement, at Presidio’s sole discretion. Additionally, the Proposer will be liable to Presidio for any additional costs or damages to Presidio resulting from such misstatements and/or inaccuracies, including costs and attorney's fees for collecting such costs and damages.

2.7.4 Submission of an SOQ indicates Proposer’s acceptance of the evaluation criteria and weighting contained in the RFQ as well as Proposer’s recognition and acknowledgement that subjective judgments must be made by the selection committee during the evaluation.

**2.8 Conflict of Interest**

2.8.1 Texas Local Government Code Chapter 176 requires the public disclosure of certain information concerning persons doing business or seeking to do business with Presidio, including affiliations and business and financial relationships such persons may have with Presidio officers. The Conflict of Interest Questionnaire is included in the form of **Attachment C**.

2.8.2 Proposer shall complete and submit this Questionnaire and include it with the SOQ Transmittal Letter in the form of **Attachment D**.

**2.9 Requirements for Professional Services**

2.9.1 Proposer shall secure any required services for the Project that are defined as professional services under the Professional Services Procurement Act, Chapter 2254 of the Texas Government Code (for example, registered professional land surveyors, professional architects and professional engineers using the qualifications-based selection process prescribed by that Chapter.) Each architect or engineer or professional services firm that is a member of a design team must be selected in this manner.

## **2.10 Validity of SOQs**

2.10.1 The SOQ will remain in full force and effect for 60 days after the SOQ submission date.

## **2.11 Responsiveness**

2.11.1 To be deemed responsive, SOQs must be prepared thoroughly; be responsive to the requirements and criteria contained in the RFQ; demonstrate an ability to meet the requirements of the RFQ and conform to the material terms and/or conditions of the RFQ, all as determined solely by Presidio. Presidio will reject an SOQ if it is materially incomplete, takes excessive exceptions to material terms and/or conditions of the RFQ or contains information that does not appear to demonstrate an ability to meet the RFQ requirements, all as determined solely by Presidio. Presidio will apply reasonable judgment, balance and discretion in deciding whether an SOQ is responsive.

## **2.12 Presidio Will Not Be Responsible for Assumptions by Proposers**

2.12.1 Each SOQ shall present the assumptions that the Proposer has incorporated into its SOQ. Neither the acceptance by Presidio of a SOQ, nor the participation of Presidio at any interview with the Proposer, shall in any way be interpreted as an agreement or approval by Presidio that the assumptions are reasonable or correct or that Presidio accepts any liability for the Proposer's SOQ. Presidio specifically disclaims responsibility or liability for any Proposer's assumptions in developing its SOQ.

## **2.13 Rights and Reservations of the Presidio**

2.13.1 In connection with this procurement process, including SOQs their evaluation, Presidio reserves to itself all rights (which rights shall be exercisable by Presidio at its sole discretion) available to it under applicable law, including without limitation, the following with or without cause and with or without notice:

- A. The right to cancel, withdraw, postpone or extend RFQ in whole or in part at any time prior to the award of the Agreement without incurring any obligations or liabilities.
- B. The right to issue a new RFQ or to revise and modify, at any time prior to the SOQ submittal date, information included in the RFQ including but not limited to the dates set or projected and factors to be considered in evaluating SOQs and the responsibilities of the Proposers.
- C. The right to modify the procurement schedule.
- D. The right to waive deficiencies, informalities and irregularities in an SOQ and accept and review a non-conforming SOQ.
- E. The right to suspend and terminate the procurement process or to terminate evaluations of SOQs received at any time.
- F. The right to correspondence with the Proposers to seek an improved understanding of SOQs at any time.
- G. The right to request an interview with any or all Proposers during the SOQ evaluation period.
- H. The right to seek or obtain data and information from any source that has the potential to improve the understanding and evaluation of the SOQs.
- I. The right to appoint and change appointees of any selection committee.

- J. The right to use assistance of outside technical and legal experts and consultants in the evaluation process.
- K. The right to respond to all, some or none of the inquiries, questions and/or requests for clarification received relative to this RFQ.
- L. The right to seek clarifications from any Proposer to fully understand information provided in the SOQ.
- M. The right to request additional information from a Proposer during the evaluation of SOQs.
- N. The right to reject an SOQ containing exceptions, additions, qualifications or conditions not called for in the RFQ.
- O. The right to conduct an independent investigation of any information, including prior experience identified in an SOQ by contacting project references, accessing public information, contacting independent parties or any other means.

## **2.14 Requirements to Keep Developer Team Intact**

- 2.14.1 The Developer Team proposed, including but not limited to the Developer Team Members, Key Personnel and Alternate Key Personnel identified in the SOQ, shall remain on Proposer's Design Team for the duration of the procurement process and, if the Proposer is awarded the Agreement, the duration of the Project. If circumstances require a change, it must be submitted in writing to the Point of Contact. Presidio, in its sole discretion, will determine whether to authorize the change. Unauthorized changes to the Proposer's Design Team at any time during the procurement process may result in the elimination of the Proposer from further consideration.

## **SECTION 3. Statement of Qualifications**

### **3.1 SOQ Submission Requirements**

- 3.1.1 Proposer shall provide an original SOQ and four printed copies of the SOQ.
- 3.1.2 Proposer shall also provide one digital copy of the SOQ in portable document format (pdf) on a USB flash drive or other media. The SOQ is to be a single file that will print to match the printed copy provided. Confidential information may be provided in a separate file, provided that file is referenced in the SOQ. Presidio assumes no liability for differences in information contained in the printed SOQ and that contained in the digital copy. In the event of a discrepancy, Presidio will rely upon the information contained in the original printed SOQ.
- 3.1.3 Proposer shall enclose the SOQ and copies in a single package/envelope plainly marked with the Project name, the name and address of the Proposer. The Proposer assumes full responsibility for ensuring that the SOQ and copies arrive at the prescribed location before the prescribed time.

### **3.2 Requirements for the SOQ**

- 3.2.1 The SOQ must include, as a minimum, the information described in this Section. Failure to submit the required information in the SOQ may result in Presidio considering the SOQ as non-responsive and may result in rejection of the SOQ by Presidio.

- 3.2.2 Except for charts, schedules, exhibits and other illustrative and graphical information, all information shall be prepared on 8.5" x 11" white paper, except where specifically exempted in this RFQ. Charts, schedules, exhibits and other illustrative and graphical information may be on 11" x 17" paper, but must be folded to 8.5" x 11". All printing, except for the front cover of the SOQ and any appendices, must be a font of not less than 11-point and be double-sided. A double-sided page shall be considered two pages for purposes of the page limitations. Audio visual materials including audio tapes, video tapes and CD Rom material will not be accepted.
- 3.2.3 Proposers are instructed to limit the information included in the SOQ to the information necessary to demonstrate the technical, financial and other qualifications and experience for the Project and any other information specifically requested in this RFQ. SOQs should be prepared in a straightforward and concise manner. Presidio is not interested in receiving marketing brochures, promotional material, generic narratives, elaborate binding, colored displays, etc. in the SOQs. Emphasis should be placed on clarity and completeness of content and responsiveness to the RFQ requirements.
- 3.2.4 Proposers must provide the information requested in the RFQ. Information is requested, subject to the page limits indicated. Failure to include the information completely and clearly may result in lower scores in the evaluations or may result in rejection of the SOQ by Presidio.

The following are exempted from the page limit:

- A. SOQ front and back cover and Section dividers.
- B. Conflict of Interest Questionnaire.
- C. Resumes.
- D. Certificate of Insurance.
- E. Proposer's Certification.

**3.3 SOQ Format.** Proposer should follow the format below and as outlined in **Attachment E**.

- 3.3.1 **Cover Letter.** Proposers are free to submit a cover letter of their choice (two-page limit).
- 3.3.2 **Section 1: SOQ Transmittal Letter and Conflict of Interest Questionnaire.** Proposer shall complete all blanks, type or print the required information and execute as indicated. Submit the completed and executed Letter and all required attachments.
- 3.3.3 **Section 2: Proposer and Design Team Organization and Key Personnel Profiles** (six-page limit).
- A. Proposer shall provide information as to the history of the Proposer, ownership, organization and other background information including lines of business and service offerings, locations of home and other offices.
  - B. Provide the names of any Developer Team Members. Provide brief summary information as to its history, ownership, organization and other background information including lines of business and service offerings.
  - C. Describe the functional role and services that will be provided by the Proposer and any Developer Team Members. Describe the history of the prior working relationships among Proposer and any Developer Team Members working on any past projects. Provide a brief description of the managerial structure proposed for this Project including the reporting relationships.
- 3.3.4 **Section 3: Demonstration of Similar Project Experience and Results** (four-page limit). Provide verifiable examples of three development projects for similar projects completed by the Proposer and/or Developer. The project profile will include:

1. Name and location of project.
  2. Project Presidio.
  3. General description of project and scope of work.
  4. Construction cost of project.
  5. Describe if design was completed on time and within owner's budget. If not describe the reasons and circumstances for delays and increased costs.
  6. Indicate the involvement (roles and responsibilities) of any of the Key Personnel or Alternate Key Personnel proposed for this Project.
  7. Describe any aspects of the project and actions taken by the Proposer that demonstrates why the Proposer could provide the best value to Presidio and/or that would differentiate the Proposer from the other Proposers.
  8. Provide an owner reference for the project- name, title, email address and telephone number.
- 3.3.5 **Section 4: Project Approach** (four-page limit). Proposer shall describe its specific Project approach to provide the Services to deliver a high quality, on time, and on budget Project.
- 3.3.6 **Section 5: Proposed Project Schedule** (two-page limit).
- A. Proposer shall present a proposed Design Schedule and Construction Schedule with Milestones Identified.
  - B. Proposer shall identify any critical path items or project components that present schedule risk.
  - C. Proposer shall describe their proven strategies and procedures to adhere to project schedules.
- 3.3.7 **Section 6: Resumes**. Provide a resume for each Key Personnel. Resumes shall not be more than one page per individual. The Proposer must provide the services of the proposed Key Personnel for the life of the Project as a condition of qualification. Failure to provide the proposed Key Personnel or may result in the disqualification of the Proposer.
- 3.3.8 **Section 7: Proposer's Certification**. Provide an executed copy of the Proposer's Certification attached in the form of **Attachment F**.

[Attachments to follow.]

**ATTACHMENT A**  
**Proposed Site**

[See attached.]

**ATTACHMENT B**  
**Additional Information**  
**CITY OF PRESIDIO**  
**PUBLIC/PRIVATE PARTNERSHIP OPPORTUNITY**  
**REQUEST FOR PROPOSALS**

**DEVELOPMENT OPPORTUNITY: OVERVIEW**

The City of Presidio Texas (“Presidio”) is seeking proposals for the master development of a downtown hotel, restaurant bar, and convention center on city owned land in downtown Presidio, Texas.

Presidio is eligible for HOT funds rebate if a convention center of 10,000 square feet or more is built as part of the project. The Convention Center will be city owned and financed.

With the goal of a public/private partnership in mind, it is expected that Presidio will donate the land on which part of the proposed development will take place and will provide such land to the winning developer. It is expected that the land and buildings constructed thereon will be subject to a Master Development Agreement and Public Improvement Agreement, to be executed between the winning bidder and the WPMD, to ensure that the entire development is built out according to the city vision of a quality first class downtown hotel of 80-100 rooms, amenities including swimming pool, restaurant, bar, etc.

Components to be included in the development, which shall be designed and built by the Developer, shall include:

- Hotel with 80-100 rooms;
- Restaurant, bar, swimming pool; and
- designed to include and join with city owned convention center.

As a partner in the development, Presidio will commit to funding certain development costs.

**REQUIREMENTS**

Development plans must be consistent with Presidio’s goals for the sites. During design, development and implementation stages, Presidio will maintain oversight to assure the work meets the community’s expectations.

Master developers are encouraged to develop creative proposals that provide maximum benefit for Presidio, the surrounding community, and the overall development effort. Presidio remains flexible as to the role of the master developer. The master developer may directly construct the Project and/or manage one or more builders. Presidio will pay the master developer a 5% fee for the development and building of the convention center. The master developer will also be required to manage and operate the Convention Center pursuant to a 10-year lease not to exceed \$100,000/year that will renew on the same terms after its expiration for one additional term, unless otherwise negotiated. The master developer will receive all the convention center revenue but will also be required to assume all maintenance fees.

Presidio can provide the following resources, depending on the proposed development plan:

- Sales tax exemption
- Property tax exemption/land value
- Incentives may also be available through the City of Presidio programs:
- Tax Increment Financing Program

**LOCATION**

The Project will be located in downtown Presidio, Texas.

Any developers wishing to learn more about this opportunity may contact City of Presidio City Administrator, Brad Newton, to request additional information, including an information packet and Request for Proposal. Proposals are due in 21 days. The Request for Proposal will seek ideas for the proposed Development, the funding thereof, including the use of economic development tools as mentioned above, timing and other matters.

**Attachment C**

**Conflict of Interest Questionnaire**

*(see attached)*

## Attachment D

### **Information to be Submitted**

The response to this RFQ shall be submitted in the manner described in Section 3 of the RFQ and as outlined below. Failure to submit the proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal and may be cause for elimination of that Respondent from consideration for award.

Respondents are encouraged to identify and clearly label in their submittal how each criterion is being fully addressed. Evaluation of responses to this solicitation will be based only on the information provided in the submittal package, and if applicable, interviews, and reference responses. The City of Presidio reserves the right to request additional information or documentation from the Respondent regarding its submittal documents, personnel, financial viability, or other items in order to complete the selection process. If a responding firm chooses to provide additional materials in their submittal beyond those requested, those materials should be identified as such and included in a separate section of the submittal.

#### **Cover Letter**

##### **Section 1: SOQ Transmittal Letter and Conflict of Interest Questionnaire**

- Complete Transmittal letter.
- Statement of Interest in the project.
- Completed Conflict of Interest Questionnaire.

##### **Section 2: Proposer and Design Team Organization and Key Personnel Profiles**

- Legal entity.
- Principals.
- Current and previous development projects.
- Partners or members of group with proposed master developer.

##### **Section 3: Demonstration of Similar Project Experience and Results**

- Demonstrate recent development projects done by team, scope, comparability to West Pecos project.
- Financial Capability.
- Discuss potential sources of debt/equity capital available for this project.
- Provide bank references.

##### **Section 4: Project Approach**

- Preliminary development plan for Presidio project, scope, initial phases.
- Present any proposed developer partners.

**Section 5: Proposed Project Schedule**

- Proposed start date of initial construction.
- Propose other significant dates including projected milestones based off of proposed start date.

**Section 6: Resumes**

**Section 7: SOQ Certification**

**Attachment E**  
**SOQ Transmittal Letter**  
*(To be on Proposer Letterhead)*

City of Presidio  
507 West O'Reilly Street  
Presidio, TX 79845

RE: Master Developer for City of Presidio

Ladies and Gentlemen:

\_\_\_\_\_ (“Proposer”) having read and examined the RFQ and associated documents for the Master Developer for the downtown Presidio hotel and convention center project, and after thoroughly considering the factors which will affect the execution of the project and the cost thereof, hereby submits its SOQ.

Proposer accepts all of the requirements, terms, and conditions of the RFQ, including insurance. The SOQ will remain subject to acceptance for 60 days after the opening of SOQs.

The Proposer declares that the following list states any and all variations from and exceptions to the proposal requirements and that, otherwise, it is the intent of this response that the Project will be performed in strict accordance with the subsequent contract documents.

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If this Proposal is accepted, Proposer agrees to start and to complete the Project in accordance with the schedule set forth in the subsequent contract. It is understood that all services shall be complete and all reports shall be delivered as scheduled. The undersigned fully understands that the time of completion is of the essence of the contract.

Dated this \_\_\_ day of \_\_\_\_\_, 2021.

Proposer: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

## Attachment F Proposer's Certification

In submitting this SOQ, Proposer certifies, represents and warrants, that:

**A.** The submittal of the SOQ has been duly authorized by, and in all respects binding upon, the Proposer.

**B.** The undersigned declares that it is the Proposer or by holding the position below indicated is authorized to execute this SOQ Transmittal Letter on behalf of the Proposer and that all representations made on this form are true and accurate.

**C.** Proposer has examined, carefully studied and understands and agrees to be bound by the requirements of the RFQ, the other related information identified in the RFQ, and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No.	Addendum Date	Signature Acknowledging Receipt

**D.** All information and statements contained in the SOQ, are current, correct and complete and are made with full knowledge that Presidio will rely on such information and statements in evaluating the SOQ.

**E.** The submission of this SOQ will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of the RFQ and Addenda without exception.

**F.** Proposer acknowledges that it is aware and understands the requirements of Chapter 176 of the Texas Local Government Code and Proposer is solely responsible for complying with such requirements.

**G.** Proposer certifies that each architect or engineer that is a Developer Team Member was selected based on demonstrated competence and qualifications, in the manner provided by the Texas Government Code Section 2254.004.

**H.** Proposer is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect furnishing the Services.

**I.** Proposer has given Point of Contact written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the RFQ and the written resolution thereof by Presidio is acceptable to Proposer.

**J.** Proposer has provided evidence of its authority to do business in the State of Texas and included such evidence with this Form. Alternately and if selected, Proposer will covenant, with its execution of this Form, to obtain and submit evidence of such authority to Presidio not later than the date of its execution of the Agreement.

**K.** Proposer further represents that this SOQ is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham SOQ; Proposer has not solicited or induced any individual or entity to refrain from making a SOQ; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Presidio.

The terms used in this letter have the meanings indicated in the RFQ. The significance of terms with initial capital letters is described in the RFQ.

Proposer agrees that venue shall lie exclusively in Presidio County, Texas for any legal action.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_