



City of Donna, Texas

AMENDMENT #2

**REQUEST FOR PROPOSALS
FOR
DEVELOPMENT OF
COMMERCIAL INSPECTION FACILITIES AT
RIO BRAVO LAND PORT OF ENTRY – PHASE 2**

ISSUED: April 30, 2021

PROPOSAL SUBMISSIONS DUE:

June 22, until July 27, 2021

Prior to 2:00 PM

**ISSUED BY:
City of Donna, TX
307 S. 12th Street,
Donna, Texas 78537**

TABLE OF CONTENTS

I.	REQUEST FOR PROPOSAL –DEVELOPER SERVICES.....	3
II.	SCOPE OF SERVICES.....	6
III.	INSTRUCTIONS AND REQUIREMENTS FOR RESPONSES	9
IV.	EVALUATION CRITERIA - STEP 2 QUALIFICATIONS SUBMISSIONS	11
V.	REQUEST FOR PROPOSAL (RFP) CONTENTS.....	12
VI.	SPECIAL PROVISIONS AND REQUIREMENTS	17
VII.	INQUIRIES AND OTHER INFORMATION	21

Copy of Request for Proposal is available at City Hall, 307 S. 12th Street, Donna, Texas 78537 or may be downloaded from city’s website at cityofdonna.org. Hard copies may be obtained at Donna City Hall for \$40 which is non-refundable. The City of Donna reserves the right to hold all Proposals for a period of 60 days and reserves the right to accept or reject any or all Proposals and/or accept the best and most advantageous proposal to the City. The City of Donna reserves the right to waive any/all formalities or technicalities.

ATTACHMENTS:

TECHNICAL PROPOSAL

ATTACHMENT “A” – FY 2015 SOUTHBOUND EMPTY COMMERCIAL INSPECTION FACILITY APPROVAL
AND ACCEPTANCE LETTER FROM CBP AND GSA

ATTACHMENT “B” – DONATION ACCEPTANCE AGREEMENT (DAA)

ATTACHMENT “C” – IFC DRAWINGS AND SPECIFICATIONS (9/11/2020)

ATTACHMENT “D” –EXCUTED WORK AUTHORIZATION NO. 5, S&B INFRASTRUCTURE

ATTACHMENT “E” – INDICATIVE COST ESTIMATE

ATTACHMENT “F” – CSI Cost Estimate with Soft Cost Template
(Refer to Excel Workbook Template)

FINANCIAL PROPOSAL

ATTACHMENT “G” – DEVELOPER FEE PROPOSAL

I. REQUEST FOR PROPOSALS (RFP) – 3RD PARTY DEVELOPER

A. Project Background

The Donna–Rio Bravo International Bridge is one of five international bridges that provide access from the state of Tamaulipas, México to Hidalgo County in the United States. This land port of entry (LPOE) connects U.S. Route 281 and Interstate Highway 2 (I-2), which both run parallel to the border, with Mexican Federal Highway 2 (MEX 2), making it a logistically attractive crossing site. The bridge is located within the rural area of the Hidalgo County international border. Residents from both countries cross the border each day in search of consumer goods, services, and educational and employment opportunities.

The Presidential Permit for the Donna-Rio Bravo International Bridge, issued in August 22, 1979, allowed unrestricted commercial vehicles. However, this has not been implemented because of the lack of infrastructure to efficiently inspect the vehicles as required by the Department of Homeland Security. The LPOE currently is in the process of allowing empty commercial vehicle traffic in the southbound direction, and the City of Donna plans to add service for full commercial vehicles in the northbound direction under the Customs and Border Protections (CBP) Donation Acceptance Program (“DAP”) under the Port of Entry Donation Authority under the Homeland Security Act of 2002, 6 U.S.C Section 112 *et seq.*, as amended as provided in the Donation Acceptance Agreement (“DAA”) executed with the U.S. Government in February 2018.

The groundbreaking for the southbound commercial lanes occurred on September 17, 2019, with construction of Phase 1 comprised of southbound lanes in April 2020. On December 27, 2020 CBP and the General Services Administration (GSA) approved and accepted the Southbound Project (Attachment A). The scope of work under this solicitation is to provide a turnkey delivery of Phase 2, including loaded northbound commercial lanes and a CBP/GSA inspection facility (the “Project”). When completed, the two phases will allow full commercial vehicle traffic (loaded and empty) on the Donna-Rio Bravo International Bridge. The scope of this solicitation, therefore, is to expand the Donna-Rio Bravo International Bridge by adding northbound access lanes and a furnished, fully operational U.S. Customs and Border Protection (“CBP”)/General Services Administration (“GSA”) inspection facility.

In August 12, 2013, the City hired S&B Infrastructure, Inc. (“S&B”) to design and construction inspection service for both Phase I and Phase 2. S&B issued the Drawings and Specifications for Phase 2 on September 11, 2020, which have been reviewed and accepted by the GSA and CBP as required under the DAA. Because of the time limitations to deliver the full facility acceptable to the GSA and CBP and get the facility fully operational at a cost that is affordable to the City, the City has determined that it will deliver Phase 2 using a design-build-finance-transfer method under which a developer will be responsible to act as the City’s agent under the DAA and assume all of the City’s rights and obligations under the DAA with the exception of the long-term maintenance of the facility.

B. Authority

This proposal is being issued under Texas Government Code Section 2267 in accordance with the City's guidelines adopted thereunder. Because the Texas Attorney General has concluded that the City is constrained from donating assets financed with any debt, the Donna Economic Development Corporation ("EDC") will finance this facility with its separate debt capacity and act as the counterparty in all agreements with the Developer and the GSA/CBP.

To facilitate the issuance of the permanent debt for the facility at a time and at interest rate and terms most attractive to the City, the EDC will require the developer to provide construction financing for the Project.

C. General

The City of Donna, in conjunction with the Donna Economic Development Corporation, issues this Request for Proposals (RFP) from developer teams capable of providing, construction, equipping, and financing of a new Commercial Inspection Facility, (the "Project") at the Donna/Rio Bravo LPOE in accordance with the executed DAA (Attachment B) and the approved drawings and specifications (Attachment C).

The City is seeking to select a highly skilled and experienced Developer team comprised of seasoned, accomplished team members with relevant development and construction experience of complex public services buildings and other similar public projects, as well as demonstrated experience with all applicable procurement regulations and procedures of the GSA and Texas Government Code Section 2267.

The specific Construction Cost Limitation (CCL) of the Project is estimated to be about \$31,350,061.35 Million and will ultimately be agreed upon between the City and the selected Developer. Development time is of the essence, and all work is targeted to be substantially completed no later than 15 months from written Notice to Proceed from the GSA/CBP as set forth in the DAA. The full Scope of Work is summarized in Section II – Scope of Services. The City is receiving federal and state funds, as such all federal and state procurement and regulations must be fully met.

This RFP has been divided into two primary components to be separately packaged with the Respondent’s submittal:

- **Technical Proposal** – Focused only on the Planning, Permitting, Construction, Commissioning, and handover of the Project; and
- **Financial Proposal** – Focused only on the Development, Structuring, Underwriting, and Financing of the Project using the Technical Proposal’s same cost basis for physical project delivery.

It is the express intent of the City, that each Response as submitted be: comprehensive, prepared in good faith, present a reasonable likelihood to be developed for the cost offered, built, and become fully operational in a reasonable period of time, and its development, design, construction, and commissioning to be in full compliance with all applicable laws, rules, regulations, court orders, standards and ordinances. The City’s expectation is that the selected Developer will assume all of the City’s rights and obligations under the DAA and act as the City’s agent and project manager under the DAA with the exception of maintenance of the facility after it is donated. Acceptance of any Proposal is expressly conditioned upon funding of the Project after approval of all documents by City Council or the EDC’s Designee. **Acceptance of any Proposal is not acquiescence or agreement with any term or condition set forth in the Proposal, or any proposed documents included in, or reference by, the Proposal.**

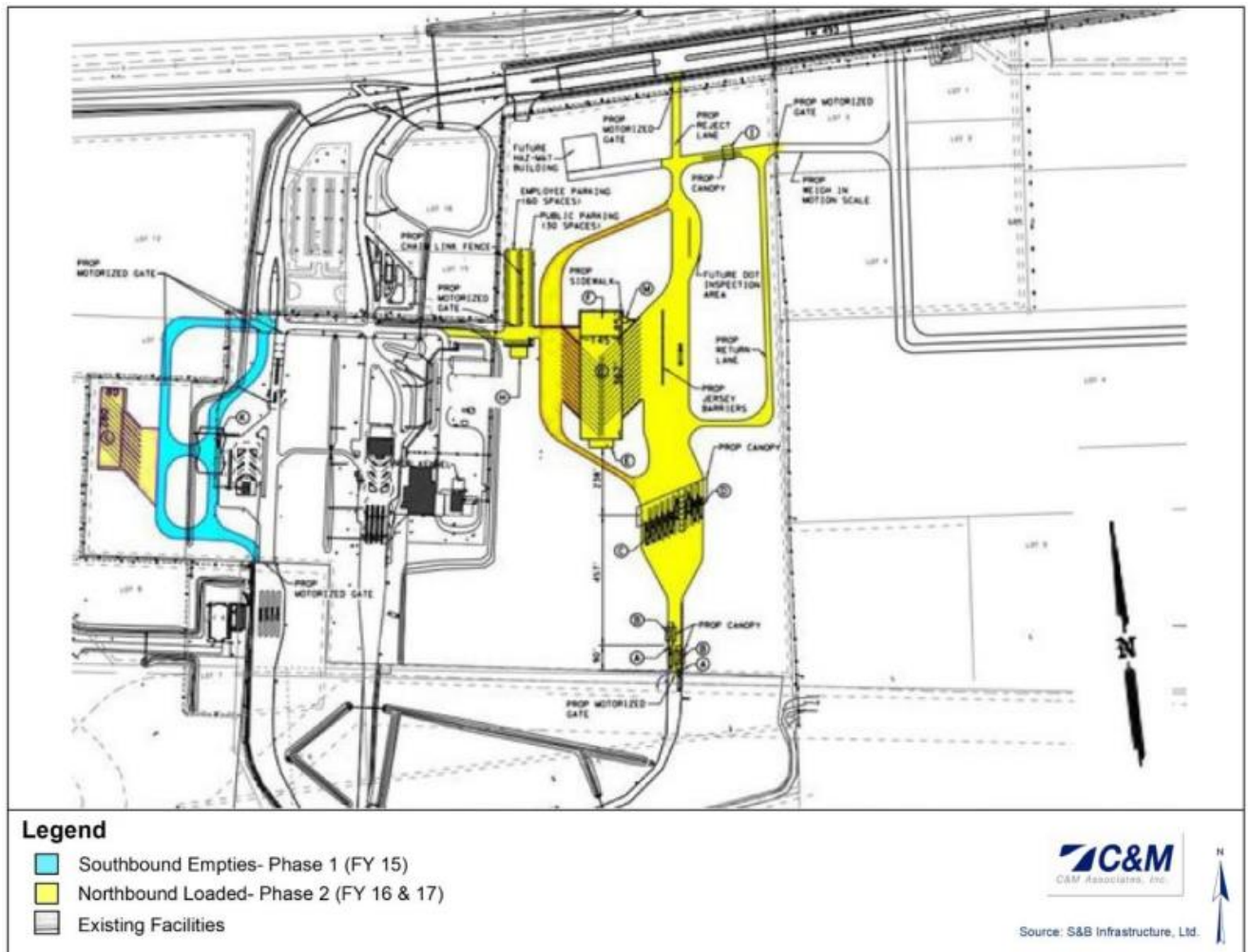
Anticipated Solicitation/Selection Schedule

Activity	Date
▪ Issued Request for Proposal (RFP)	4/30/2021
▪ RFP Questions Due by Date	5/13/2021 Amend #1 6/10/2021 Amend #2 7/15/2021
▪ Receipt of Proposals are open to be received on ▪ Amendment # 2. Deadline for Receipt of Proposals	Amend #1 6/22/2021 until Amend #2 7/27/2021

II. SCOPE OF SERVICES

A. Technical Requirements

The Project is located at 8000 South International Blvd, Donna, Texas, 78537. The Project is developed as a “model” commercial vehicle LPOE facility, which includes a Unified Cargo Processing inspection and the latest inspection technology. CBP will partner with México’s Servicio de Administración Tributaria (SAT) in the Unified Cargo Processing, eliminating separate inspections on each side of the border and subsequently reducing processing time. All CBP and SAT officers will be located within the new CBP/GSA inspection facility at the Donna-Rio Bravo International Bridge on the U.S. side of the border. The most important technological improvement, among others, is nonintrusive inspection technology (X-rays) that will allow the processing of substantially more commercial vehicles per hour than observed at existing POE facilities. It is anticipated that the NII technology will allow for 100 trucks per hour to be processed seamlessly.



Additional Project details are provided in Drawings and Specifications in Attachment B.

B. Financial Requirements

The City of Donna needs a turnkey project to include complete financing and construction of a turnkey delivery of Phase 2, including loaded northbound commercial lanes and a CBP/GSA inspection facility. Below are the some of the details of the project:

- **Land** – The federal government owns the land and the City will build the Project under a right of entry under the DAA. The City/EDC will Donate the completed facility to the GSA when the GSA/CBP accepts the donation subject to the terms and conditions of the DAA.
- **Asset Development** – The Developer will be responsible for securing the full amount of required to complete the turnkey project.
- **Warranty** – As set forth in the DAA, the project will become property of the United States upon donation. The Developer’s Contractor will owe a one-year warranty of construction to the GSA/CBP as beneficiary in the form prescribed in FAR 52.246-21, Warranty of Construction to be included within the scope of its Payment and Performance Bond.

C. Principles of Agreement

- Upon the City’s selection of a Developer with which to work, the City and the Developer will work together to finalize the scope, cost, and schedule of all predevelopment activities to be performed. The City requires that each Proposer provide a 2 to 3-page summary of their anticipated Heads of Terms in their Financial Proposal. The Proposers have the option of providing a detailed summary of the proposed terms of financing and terms of the public private partnership.

Respondent’s Guiding Principles:

- The Parties
- Definitions
- Term, Termination, and City Step-in Rights
- Costs:
- Development
- Construction-Build
- FF&E
- Loan Issuance
- Insurance
- Taxes
- Developer’s Reporting and Certification Obligations
- City’s Payment Obligations
- Events of Default, Remedies, Liabilities, and Indemnification
- Assignment and Transfer
- Representations and Warranties
- Dispute Resolution

III. INSTRUCTIONS AND REQUIREMENTS FOR RESPONSES

Each Respondent must submit a full and complete response to each of the requirements of Section V, Request for Proposals (RFP) Contents, and must fully comply with all applicable requirements of this Solicitation.

Interested Respondents are required to submit one (1) original and five (5) copies of their Proposal, plus one (1) USB flash drive containing the separate submissions (Technical and Financial) in separate files searchable PDF documents. **Total Proposal Submissions should be limited to seventy-five (75) pages, inclusive of covers, tabs, dividers, and appendices.**

To the extent permitted by law, all documents pertaining to this Solicitation will be kept confidential until an agreement is awarded, if any. No information about any submission will be released to the public until thirty (30) days after the process is complete and an agreement has been awarded, or this solicitation has been terminated which remains the sole option of the City. All submissions will become the property of the City, and the City is under no obligation to return submissions.

It is the sole responsibility of Respondents to ensure that its submissions reach the City's Manager not later than the below required date and time. Deliver all submissions, unless otherwise specified, to the address on the label no later than the submittal deadline. The Respondent is cautioned that it is their responsibility for timely delivery of their Proposals to the City's Office of the City Manager. Therefore, if a submission is delivered by an express mail carrier or by any other means, it is the Bidder's responsibility to ensure delivery to the address below. The City is not responsible for deliveries made to any place other than the Office of the City Manager.

Responses to this RFP must be signed by a person authorized to bind the Respondent responding to this RFP, and proof of this authority must be included in the response. Responses must contain a letter or other clear evidence of such authority, and all other information requested or required by this RFP, or as determined by the City. All Responses must be delivered in sealed packaging.

All qualification documents submitted shall become the property of the City of Donna and may thereafter be used by the City of Donna without compensation to the proposers. Any qualification documents received after the above date and/or time will be returned unopened. All envelopes must be clearly marked "Proposal for Development Services - Donna International Bridge POE". The City of Donna reserves the right to reject any and all proposals and to accept any proposal that is deemed to be in the best interest of the City of Donna. The contents of any Proposal shall not be disclosed so as to be available to competing offerings during negotiations process.

Sealed Responses shall be mailed or delivered to:

**City of Donna,
Attn: City Manager
307 S. 12th Street,
Donna, Texas 78537**

Amendment: 2

The City will not accept Proposal Submissions after July 27, 2021 - 2:00 PM Local Time submittal deadline. The outermost sealed envelope/container must be labeled per the following:

**SEALED PROPOSAL SUBMISSIONS
DO NOT OPEN**

SEALED PROPOSAL .:

PROPOSAL TITLE:

DUE DATE/TIME:

SUBMITTED BY: _____
(Name and City/State of Firm)

IV. EVALUATION CRITERIA – PROPOSAL SUBMISSIONS

The Proposals received will be reviewed, evaluated and ranked by the City, and/or its designees, based upon the following evaluation criteria and weighting factors. If a Respondent is unable to provide directly related responses to each of the subsequent submission requirements, it may be disqualified at the sole discretion of the City.

Only the information included in the responses to this Solicitation will be used to evaluate and rank the Respondents on a Best Value basis.

<i>Respondent’s demonstrated competence and qualifications, safety and long-term durability, feasibility of implementing the project as proposed, and the team’s ability to meet the schedules, or costing methodology on project of similar scope and size.</i>	Max Points
1.0 Technical <ul style="list-style-type: none"> a. Scope Compliance and Planning b. Schedule (Speed to Occupancy) c. Management Plan (Safety, Delivery, Risk Mitigation, etc.) d. Indicative Construction Cost (Excluding Finance and other Soft Cost) 	15 Points
2.0 Organization <ul style="list-style-type: none"> a. Ownership Participants and Structure b. Construction Delivery c. Operations and Maintenance d. Key Personnel Qualifications, Experience, Commitment 	15 Points
3.0 Finance <ul style="list-style-type: none"> a. Finance Structure and Prior Experience b. Financing Source(s) and Commitment (Financial Strength) c. Development Fee Percentages d. Interest Rates and Issuance Fees e. Financial Model 	40 points
4.0 Terms & Conditions <ul style="list-style-type: none"> a. Respondent’s Acceptance of the City’s Desired Development and Buyout Structure b. Respondent’s Delivery Requirements of the City c. Respondent's "Heads of Terms" summary 	30 points
TOTAL	100 points

V. REQUEST FOR PROPOSALS (RFP) CONTENTS

To expedite the evaluation of Proposals, RFP Responses will be organized in the sequence provided below. These instructions are designed to ensure the submission of information essential to the understanding and comprehensive evaluation of each proposal.

A. General Instructions

This section of the RFP contains the instructions for preparing the Technical Proposal and Financial Proposal which are to be kept separately sealed, including the information Respondents are required to submit and the organizational structure and contents of the submissions. Prior to developing their proposals, Respondents are requested to carefully read the instructions in these sections.

Proposals must conform to the structure and formats described herein to aid the reviewers in an equitable analysis of each submission. Respondents are required to use the templates provided, in addition to any other graphics, tables, or schedules, or spreadsheets it deems helpful to the reviewers. The attached templates have been designed to facilitate the evaluation of the Proposals in an expedient and equitable manner. Where information requested in the templates is not applicable to the Respondent's Proposal, Respondents should so indicate. Failure to use the attached templates may be grounds for disqualification.

Proposals must be printed, single-spaced, on 8½"x11" portrait paper using no less than 11pt font with each page numbered. Larger sheet sizes are also permitted for technical plans and schedules where appropriate, such as 11"x17" landscape. Proposals must also be submitted electronically as previously indicated, with text portions in Adobe Portable Document Format (pdf) or Microsoft Word, and Schedules in Primavera 6 or Microsoft Project. Preprinted materials such as maps, annual reports, etc., need not be submitted in electronic format, but must appear in each paper copy.

A detailed description of the Proposal submission procedure is contained below.

B. Organization and Contents of Bidders' Proposals

B.1 Overview

Proposals must be organized, numbered and identified, and have the requested information in the sequence presented below. Additional subsections may be defined if they will help present and identify important material.

If a requested item is not known, not applicable, or has not been estimated, so state in that section of the Proposal. If a particular section or question is not relevant to a Respondent's Proposal, the Respondent should still include the section or question and indicate why it is not relevant. Where the City of Donna has included a template to be completed by the Respondent, the Template must be completed or the Respondent should indicate why the Template is not relevant. All supporting documentation must be supplied in the format requested. Where instructed, the Respondent's project name and applicable Proposal section and page number should appear on each attachment.

Additional material may be presented beyond that requested only if it is necessary for clarification of the Respondent's Proposal. Elaborate proposals, lengthy discussions, and non-critical attachments are discouraged. Directly related documents may be cited, but copies are not expected to be included as part of the Proposal unless specifically requested.

B.2 Proposal Organization and Contents

The Table of Contents outlined below illustrates how Respondents should organize their Proposals. Further details are provided in the remaining Sections of this document:

Technical Proposal (*bound and packaged separately from Financial Proposal*):

Cover and Title Page

Executive Summary

Section 1: Project Description, Planning, and Construction Plans Including
Attachment E - Indicative Cost Estimate Template

Section 2: Organization and Personnel

Section 3: Operation Date Certainty

Financial Proposal (*bound and packaged separately from Technical Proposal*):

Cover and Title Page

Executive Summary

Section 4: Proposal Pricing and Buyout Provisions
Including Attachment G – Developer Fees Proposal

Section 5: Project Financing Plan and Financial Model

B.3 TECHNICAL PROPOSAL FORMAT

Cover and Title Page

The Technical Proposal cover should state the name of the Project, Respondent's company name, date of the Proposal, the person responsible for Proposal preparation, and all co-sponsors currently participating in the Project. The words, "Technical Proposal" should appear prominently on the page and "Original" or "Copy No. _____" should be indicated, as appropriate.

Executive Summary

The Respondent is requested to provide a brief (no more than two pages) overall summary of its Technical Proposal, excluding pricing or financial details. The summary should include, at a minimum, a brief overview of the Approach, Design Solution, Execution Strategy, Schedule and Key Milestones, Organization, Key Personnel, and Value Proposition.

Section 1: Project Description, Planning, and Construction

Respondent's Proposal should describe the Project plan and any risks or concerns regarding cost or schedule or scope gaps in the design presented in the Drawings and Specifications in Attachment C. Describe the Project schedule, permitting, and concerns about the development work completed by the

City to date. Include the following types of information in a text discussion (the list below is indicative, not exhaustive):

- Schedule for Planning, Permitting, Construction, Commissioning and Handover, and expected date of Occupancy.
- Project's offered indicative construction cost by CSI code at completion and a breakdown of the construction estimate, including general conditions, contingencies, insurance, bonds

Section 2: Organization & Personnel

Whoever the Respondent proposes on the Project the City expects to see on the Project. Please do not promote a group of people during the sales process and then plan to deliver another group of people to actually do the work.

Please provide the following:

- Confirmation of the Developer's name and address for submitting the proposal and, if submitting as a Joint Venture, confirmation of its current legal name and standing and its internal agreement of a joint and several liability structure.
- Organization Chart addressing all key elements of the Project;
- Key Personnel resumes responsible for each key element of the project and the single Point of Contact and resume of the individual with whom the City's representative will work on a daily basis throughout the Project Design, Construction, Operations, and Finance period.

Section 3: Occupancy Date Certainty

The City desires the project to be completed in as little as time possible and with minimal disruptions to the current Port operations. A narrative, no longer than two pages describing the Developer's process to achieve the timely completion of the project is requested as part of its RFP submission. The City of Donna will evaluate the reasonableness of the following aspects, among other elements, of the Respondent's proposed schedule, including permitting, design, equipment procurement, project financing, project construction, commissioning, and occupancy.

B.4 FINANCIAL PROPOSAL

Cover and Title Page

The Financial Proposal cover should state the name of the project, Respondent's company name, date of the Proposal, the person responsible for Proposal preparation, and all cosponsors currently participating in the project. The words, "Financial Proposal" should appear prominently on the page and "Original" or "Copy No._" should be indicated, as appropriate.

Executive Summary

The Respondent is requested to provide a brief (no more than two pages) overall summary of its Financial Proposal, focused on pricing and financial details. The summary should include, at a minimum, a brief overview of the structuring and underwriting approach, financing plan, a summary of Attachment G and H as previously identified, and a clear value proposition to the City.

Section 4: Financial Model and Buyout Strategy

Respondents are required to provide, a preliminary financial model, and to provide a complete description of the components of the charges and financed costs that are anticipated. Respondents should note that price proposals are not subject to negotiation unless initiated by the City of Donna.

All costs to be paid by the City of Donna/EDC must be reflected in the proposed pricing. The City of Donna will not consider any charges other than those identified in the proposal, and if for some reason the proposal need to be amended the Respondent should so state and provide the rationale for doing so.

Respondents are encouraged to include back-up sheets which clearly describes their pricing proposals in terms of the pricing components, the indices used to adjust the prices, and the frequency of change in the indices for payment purposes.

Upon reflection of the preceding, all Respondents should consider and confirm in their bids the full Development, Financing and Construction of the summarized Scope of Work for a turnkey project for a Guaranteed Maximum Price.

Section 5: Project Financing Plan

The Respondent is required to provide evidence that its Project financing structure is viable and that the project will be able to be funded through its lenders. In this Section of the Financial Proposal, the Respondent should demonstrate how its proposal complies with the City's previously stated objectives. Respondents are required to provide the information requested below and all necessary data to support the assertions made.

The Project Financing Plan must specify or provide the following:

- Estimated Project Guaranteed Maximum Purchase Price;
- Method of project financing, including anticipated investors and lenders, the terms under which funds would be provided, and the respective percentage of funding represented by equity and debt;
- Timing for securing financing;
- Debt repayment schedule;

- Description of the Project from a legal and financial standpoint indicating the actual ownership structure, the entities that will have mortgage or leasehold interests under the construction financing, their responsibilities for the development of the Project, and their responsibilities for funding of Project development expenses; and
- Documentation demonstrating the relevant experience of the Respondent (or partner responsible for securing financing) in obtaining financing for other steam generation and water treatment projects.

The Respondent is required to provide sufficient financial information to enable the City to assess the financial strength and creditworthiness of the entity that would execute a contract with the City. Subsidiaries or affiliates of companies that desire that the Project's viability be judged based on a parent or affiliated company must indicate the extent to which the parent or affiliate will provide financial guarantees for the Project, and under what circumstances it would do so. To enable the City to make such an assessment, Respondents are required to provide the following information:

- For publicly traded companies, provide copies of annual reports for the two most recent years; and
- For privately held companies, provide copies of audited financial statements, including, at a minimum, income statements, balance sheets, cash flow statement, and all notes to financial statements for the two most recent years.

VI. SPECIAL PROVISIONS AND REQUIREMENTS

Selected Response: The City reserves the right to include the selected response or any part or parts of the proposed response in the final contract.

Reimbursement: The City makes no commitment to any Respondent of this Solicitation beyond consideration of the written Response. The City will not reimburse firms for the costs incurred in response to this solicitation.

Collusion: By submission of a Response, the Respondent certifies, and in the case of a joint submission each party certifies as to its own organization, that in connection with any cost proposal submitted by the firm, the prices which are quoted are not the product, direct or indirect, of any collusion with any other firm, and have not been knowingly disclosed by the firm directly or indirectly to any other firm prior to submission to the City.

Addenda: Any changes resulting from the questions submitted affecting the scope of work, or which may require an extension to the solicitation due date will be reduced to writing in the form of an addendum to this solicitation. Addenda will be issued no later than five (5) business days prior to the solicitation due date.

Lobbying: Respondents are prohibited from directly or indirectly communicating with City Council members regarding their qualifications or any other matter related to the eventual award of a contract for the services requested in this Solicitation after the date of issuance. Firms are prohibited from contacting City staff or evaluation committee members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff or committee member through the Purchasing Manager. **Any violation will result in immediate disqualification of the Firm from the selection process.**

Artwork: Use of the City seal or the City brand, GSA, or CBP or other representations on SOQs is **not** permitted.

Taxpayer Identification Form: Prior to the execution of an agreement for the currently contemplated services, the selected Respondent will complete a Request for Taxpayer Identification Number and Certification Form (IRS Form W-9). The City will not make payment against the agreement until it has received the properly completed form.

“Green” Procurement: It is the City’s objective to be proactive regarding the environment. The City encourages “Value Purchasing” of environmentally friendly products. Firms are encouraged to clearly identify any green solution in their proposals or a firm may propose a separate alternative “Green” solution, in a separate envelope marked “Green Solution”. The Green solution alternative proposal will meet the minimum performance, and delivery standards.

Protests: A protest to the City's consideration of any proposal must be submitted in writing and received by the Purchasing Manager no later than five (5) calendar days after the proposal due date. A written reply to the protest will be sent to the protesting firm by the City Manager. The protest must contain:

1. Identification of the statute or procedure that is alleged to have been violated;
2. A precise statement of the relevant facts;
3. Identification of the issues to be resolved; and
4. Aggrieved party’s argument and supporting documentation.

Smoking Prohibition: All contractors, vendors, subcontractors, and their employees are prohibited from smoking while on City property. This prohibition includes the enclosed areas of public places and workplaces and within 10 feet of doors and windows of City-owned or rented buildings, all city parks and the grounds outside of any city building. This prohibition includes e-cigarettes and other inhaled vapor

devices.

Certificate of Interested Parties: An agreement greater than \$50,000 requires the vendor to electronically create a Certificate of Interested Parties Form 1295 through the Texas Ethics Commission (“TEC”) website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed copy of the form to the City prior to the award of the contract. A contract, including a City-issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the vendor.

Prohibition on Agreements with Companies Boycotting Israel: Pursuant to Chapter 2270 and 808, *Texas Government Code*, Contractor certifies that is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate. Failure to meet or maintain the requirements under this provision will be considered a material breach.

2252 Compliance: Section 2252 of the *Texas Government Code* restricts the City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. Contractor hereby certifies that is not ineligible to receive the award of or payments under this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Payment and Performance Bonds: Payment and performance bonds may be required from the selected Respondent in the amount of the Guaranteed Maximum Price. If designated by the City, the successful Respondent must deliver the performance and payment bonds to the City not later than the 5th day after the contract is awarded by City Council or by the date specified by the City but prior to construction on the City’s required bond forms.

Insurance: The successful respondent must provide liability insurance covering its activities in the coverage not lower than the amounts specified in the DAA. The City, the United States Government acting through the Administrator of the General Services Administration and the Secretary of Homeland Security must be named as an additional insured. The successful respondent must provide builder’s risk / property insurance for the Project in the amount of the full contract sum. City and the EDC must be named as an additional loss payee on the insurance. The successful respondent must provide workers compensation insurance for its employees and must require that all of its subcontractors provide workers compensation insurance for all of their employees. Automobile liability insurance must be provided for all motor vehicles involved in the Project in the amount of \$1,000,000.00 per single limit for bodily injury and property damage with umbrella coverage in an amount not less than \$3,000,000.00.

Professional Liability Insurance: The Design Builder must be covered by professional liability insurance in a coverage amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

For services performed on Owner's premises, Design Builder shall furnish to Owner Certificates of Insurance as set forth below prior to the commencement of any work hereunder and shall maintain such coverage during the full term of the Agreement.

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Comprehensive General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
Comprehensive Auto Liability	\$1,000,000 each person
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Professional Liability	\$2,000,000 aggregate
Builders' Risk Insurance.	Design Builder shall maintain Builders' Risk Insurance or Installation Insurance on an all risk physical loss form in the Contract Amount. Coverage shall continue until the Work is accepted by Owner. The EDC shall be a loss payee on the policy. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

Conflict of Interest: The City may not accept a proposal or award a contract with firm who is currently under contract or who has received compensation to participate in preparing the specifications or any other work for which this Solicitation is based. The City will be conducting a thorough review of the participants of each proposed team, and their potential conflicts as part of the evaluation process. Participants found to be in conflict must be replaced upon the request of the City.

Prevailing Wage Rates: Public money will be used to pay for this Project, and the Project will be constructed for the use and benefit of a political subdivision of the State of Texas. Accordingly, the Contractor will comply with all current Federal and State of Texas wage laws, including the Texas prevailing wage rate statute. The Contractor and all subcontractors will pay all workers, laborers and mechanics employed by them in the execution of the Project not less than the general prevailing wage rate for work of a similar character in the City of Donna, and not less than the general prevailing wage rate for legal

holiday and overtime work. The City has ascertained the general prevailing rate for each craft or type of worker needed to execute the Contract and the rates are included in the Prevailing Wage Rate Schedule, which shall be the same or more than the Davis Bacon determination for this geography. The Contractor will pay to the Owner \$60.00 for each worker, laborer or mechanic employed for each calendar day or part of the day that the worker, laborer or mechanic is paid less than the prevailing wage rates stipulated in this Contract. The Contractor will keep an accurate record showing the names, occupations and actual wages paid for all workers, laborers and mechanics employed by the Contractor and all subcontractors in the execution of the Project. This record will be open at all reasonable hours to inspection by the Owner and the Engineer. The City may require the Contractor to file an affidavit for each payroll that the payroll is a true and accurate report of the full wages due and paid to each worker, laborer and mechanic. If additional wage classifications are required for the work included in this Contract, the Contractor will notify the City, and minimum wage rates for the classifications will be secured by the City. All changes to wage classifications for this Contract will be accomplished by change order.

Compliance with Federal and Texas Department of Transportation bidding requirements: This project is receiving both Federal Funding in the form of payment for Non Intrusive Inspection (NII) technology from the Department of Homeland Security U.S. Customs and Border Protection and grant funding from the Texas Department of Transportation. As such, Respondents must ensure full compliance with all federal rules and procurement regulations.

Exceptions or Exclusions: Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of your response. If exceptions are taken to the City's Agreement, this will be clearly indicated and a full explanation given for each exception. It is required that the Response enumerate the specific clauses that the firm wishes to amend or delete and suggest alternative wording. In view of the length of time involved in obtaining the approval of legal counsel, firms are cautioned not to state that the firm's Response is subject to the firm's standard terms and conditions or that the final terms and conditions are subject to negotiation after award. This may result in the Response being deemed non-responsive, in which no further consideration or evaluation will be made.

Exhibits and Attachments: All exhibits and attachments included in this Solicitation are incorporated herein for all purposes.

VII. INQUIRES AND OTHER INFORMATION

All questions and other communication from firms will be permissible **until 5:00 P.M. July 15, 2021**. All responses to **the RFP**, as well as any questions, clarifications, or requests for general information are to be directed to the following Point of Contact:

**Carlos Yerena
City Manager
307 S. 12th Street
Donna, Texas 78537
(956) 464-3314
cyerena@cityofdonna.org**

End

ATTACHMENT "A"
FY 2015 SOUTHBOUND EMPTY COMMERCIAL INSPECTION FACILITY
APPROVAL AND ACCEPTANCE LETTER FROM CBP AND GSA

ATTACHMENT "B"
Donation Acceptance Agreement (DAA)

ATTACHMENT "C"
IFC Drawings and Specifications

ATTACHMENT "D"
S&B Design Services Agreement

ATTACHMENT "E"
Indicative Cost Estimate

ATTACHMENT "F"
CSI Cost Estimate with Soft Cost Template
(Refer to Excel Workbook Template)

ATTACHMENT "G"
Developer Fee Proposal

