



CITY OF

McALLEN

TABLE OF CONTENTS

FOR REQUESTS FOR PROPOSALS

FOR

DEVELOPERS TO DESIGN, DEVELOP, CONSTRUCT, AND OPERATE AN INMATE DETENTION FACILITY ON A SITE TO BE PROVIDED BY THE CITY OF MCALLEN, TEXAS

PAGE	1	NOTICE TO RESPONDENTS
PAGES	2-7	INSTRUCTIONS TO RESPONDENTS
PAGES	8	MAYOR'S MESSAGE
PAGES	9-17	REQUEST FOR PROPOSAL
PAGES	18-24	ATTACHMENT A – Excerpts from City of McAllen Development Code
PAGES	24	ATTACHMENT B - RFP Selection Evaluation Form

REQUEST FOR PROPOSALS

Sealed Requests for Proposal(s) (RFP's) addressed to Mr. Mike R. Perez, City Manager, City of McAllen, will be received on **September 10, 2013** until **3:00 p.m.** at the Purchasing & Contracting Department (3rd floor) of McAllen City Hall at which time they will be taken to the Conference Room on the second floor of McAllen City Hall, publicly opened, and the names of company(ies) responding shall be announced. Proposals must be in the City of McAllen's possession on or before the aforementioned date and time (no late proposals will be accepted).

RFP - Developers to Design, Develop, Construct, and Operate an Inmate Detention Facility on a Site to be Provided by the City of McAllen, Texas

Respondents receiving a "REQUEST FOR PROPOSAL" solicitation notice via email, fax, or reading same on the City's Bidding Portal are advised that they shall be required to go online to our NEW Bidding Portal www.ebidexchange.com/mcallen to obtain solicitation documents. Responses are to be submitted **electronically**, as well as, in **paper copy** format. If this is your first time on our portal Click on the "Login" button, in the upper right-hand corner; kindly use your e-mail address under the "Forgot Password" area and a temporary Password shall be e-mailed to you. Once back in the portal, click on the **Solicitation** tab, then click on the **View** button for the appropriate project and kindly answer the question(s) on the **Description** tab. You may then proceed to the **Document** tab to download the complete solicitation document. Once you have read the Request for Proposal document and are ready to submit your response, click on the "Bid" tab and upload your Proposal response. Your electronic submittals shall be reflective of your paper copy submittal. (Written Formal Sealed Submittal shall govern, in case of discrepancies). The City of McAllen reserves the right to refuse and reject any or all responses and to waive any or all formalities or technicalities and to accept the RFP to be the best and most advantageous to the City, and hold the responses for a period of (sixty) **60** days without taking action. Be advised that if your company is contemplating on responding to this project, you must register in our portal so that any changes/additions via Addendum form can be forwarded to your company.

Potential Respondents are asked to post their questions on our bidding portal under the tab labeled "Questions" under the relative project number.

The owner will evaluate the Proposals on the basis of technical ability, qualifications, experience, and ability to perform the work.

Hand-deliver RFP's: 1300 Houston Avenue, Purchasing & Contracting Department (3rd Floor)
If using Land Courier (i.e., FedEx, UPS): 1300 Houston Avenue, Purchasing & Contracting Department (3rd Floor),
McAllen, Texas 78501
Mail RFP's: P.O. Box 220, McAllen, TX 78505-0220

A Pre-Proposal Conference will be held **July 18, 2013** at **10:00 a.m.** in the Conference Room (2nd floor) of McAllen City Hall. All prospective respondents are encouraged to be in attendance.

Envelopes must be clearly marked: **PROJECT NO.: 09-13-S58-323**
RFP – INMATE DETENTION FACILITY

CITY OF MCALLEN INSTRUCTIONS TO RESPONDENTS

DEVIATION FROM SOLICITATION REQUIREMENTS

Please read solicitations thoroughly and be sure that the Proposal offered complies with all requirements noted. Any variation from the solicitation requirements must be clearly indicated by letter, on a point by point basis, attached to and made a part of your Proposal response. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

(1) The purpose of these solicitation documents is to solicit Request for Proposals for:

DEVELOPERS TO DESIGN, DEVELOP, CONSTRUCT, AND OPERATE AN INMATE DETENTION FACILITY ON A SITE TO BE PROVIDED BY THE CITY OF MCALLEN, TEXAS

INTENT

(2) The services to be provided under this Request for Proposal (RFP) shall be in accordance with and shall meet all requirements as there is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF REQUEST FOR PROPOSAL (RFP)

(3) RFPs shall be submitted in sealed envelopes as referenced on the attached solicitation. **Ten (10) complete sets** of the response **One (1) ORIGINAL** marked “**ORIGINAL**” and **NINE (9) COPIES** marked “**COPY 1**”, “**COPY 2**”, “**COPY 3**”, etc. of their response, complete with all supporting documentation. RFPs submitted by facsimile (fax) shall **NOT** be accepted. Submittal of an RFP in response to this solicitation for Services constitutes an offer by the respondent and if accepted by the City, a contract. Once submitted Proposals, become the property of the City of McAllen. Submission of a response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the solicitation document. Proposals submitted which do not comply with these requirements may be rejected at the option of the City. Proposals must be filed with the City of McAllen before the deadline day and hour. No late Proposals will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

Hand-deliver RFPs: 1300 Houston Avenue, Purchasing & Contracting Department (3rd Floor)
If using Land Courier (i.e., FedEx, UPS): 1300 Houston Avenue, Purchasing & Contracting Department (3rd Floor),
McAllen, Texas 78501
Mail RFPs: P.O. Box 220, McAllen, TX 78505-0220

In addition to paper submittals, respondents shall be required to go online at www.ebidexchange.com/mcallen, locate the project by Project Number, and follow the link to our “New” Bidding Portal and submit responses electronically. Electronic submittals shall be reflective of paper copy submittals. Support documentation should be submitted as an attachment within their electronic proposal submittals.

TIME ALLOWED FOR ACTION TAKEN

(4) The City of McAllen may hold RFP/Proposals for sixty (**60**) days after proposal deadline without taking action. Respondents are required to hold their RFP/Proposals firm for same period of time.

INSTRUCTIONS TO RESPONDENTS CONTINUED:

AUTHORIZATION TO BIND RESPONDENT

(5) Proposals **MUST** give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or **AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT**. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the Proposal. A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the response. Partnership and Individual Respondents shall state in the response the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

(6) RIGHT TO AWARD/REJECT:

The City reserves the right to:

- Waive or take exception to any part of these specifications when in the best interest of the City of McAllen.
- Change Selection Process. Modify or cancel the selection process or schedule at any time.
- Waive Irregularities.
- Reject Responses and Seek New Responses. Reject any and all responses to this RFP and seek new proposals when it is in the best interest of the City to do so.
- Seek Additional Information. Seek clarification or additional information or evidence from individual respondents.
- Make Subjective Judgments. Make subjective judgments, including judging the respondent's written or oral representations as to their veracity, substance and relevance to the project, and including seeking and evaluating independent information on any development team.
- Incorporate RFP Incorporate this RFP and the successful respondent's response to this RFP as part of any future development agreement.

ASSIGNMENT

(7) Respondents are advised that the City of McAllen shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the Purchasing and Contracting Department for the City of McAllen.

RFP PREPARATION COSTS & EXCLUSIVE DEVELOPMENT AGREEMENT

(8) Issuance of this RFP and/or Exclusive Development Agreement does not commit the City of McAllen, in any way, to pay any costs incurred in the preparation and submission of an RFP and/or Exclusive Development Agreement. All costs related to the preparation and submission of this RFP shall be borne by the respondent.

PAST PERFORMANCE

(9) Respondents are advised that past performance shall be a factor in the evaluation and award of this contract. The City's position on this matter shall be final.

INSTRUCTIONS TO RESPONDENTS CONTINUED:

RESPONDENT'S EMPLOYEES

(10) Neither the respondent nor his/her employees engaged in fulfilling the terms and conditions of this Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the selected vendor placed on contract. The City shall have the right of inspection of said undertakings at any time.

STATUTORY REQUIREMENTS

(11) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

INDEMNIFICATION CLAUSE

(12) The respondent hereby agrees to protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any ways incident to, in connection with or arising directly or indirectly out of this contract. Respondent agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the respondent. In addition, the respondent shall protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action relating to, for, or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Director of Purchasing and Contracting, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used. Respondent also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against respondent or the City or to enlarge in any way the respondent's liability but is intended solely to provide for indemnification of the City from liability from damages or injuries to third persons or property arising from respondent's performance hereunder.

TERMINATION OF CONTRACT

(13) The City of McAllen reserves the right to terminate the contract if, in the opinion of the City of McAllen, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

OMISSIONS

(14) At the time of the deadline for the RFPs, each respondent will be presumed to have read and to be thoroughly familiar with the requirements of the RFP. The failure or omission of any respondent to examine any form(s), instrument(s) and/or contract document(s) shall in no way relieve the respondent from any obligation in respect to their RFP submitted.

INSTRUCTIONS TO RESPONDENTS CONTINUED:

INTERPRETATIONS

(15) Any questions concerning this solicitation shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of McAllen in accordance with paragraph entitled “**Addenda and Modifications**”.

EQUAL EMPLOYMENT OPPORTUNITY

(16) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

ADDENDA AND MODIFICATIONS

(17) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing and Contracting Department. At the request of the respondent, or in the event the Purchasing and Contracting Department deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing and Contracting Department. Such addendum and/or notice of addendum will be mailed by certified mail (return receipt requested), e-mailed, hand delivered and/or faxed, to all respondents receiving the original RFP and will become part of the RFP package having the same binding effect as provisions of the original RFP. It shall be the respondent(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's “recognition and compliance to” official changes as outlined by the City of McAllen and as such are made part of the original RFP documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements. Addendums are available online at www.ebidexchange.com/mcallen. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the City of McAllen Purchasing and Contracting Department no later than five (5) days prior to the RFP closing date. The City does not assume responsibility for the receipt of any addendum sent to respondents.

RIGHT TO AUDIT

(18) The City of McAllen reserves the right to audit the service provider's books and records relating to the performance of this contract. The City of McAllen, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the service provider with respect to the Service Contract. If such audit shall disclose overpayment by City to service provider, written notice of such overpayment shall be provided to the service provider and the amount of overpayment shall be promptly reimbursed by the service provider to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

INSTRUCTIONS TO RESPONDENTS CONTINUED:

CONFIDENTIAL INFORMATION

(19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

CONFIDENTIALITY OF INFORMATION AND SECURITY

(20) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

JURISDICTION

(21) The Contract executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

(22) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

HUB CERTIFICATION

(23) State Certified "HUB Vendor(s)" are asked to provide a copy of their certification, if they have not previously done so (information to be faxed to the Purchasing & Contracting Department at (956) 681-1138.

ANTI-LOBBYING PROVISION

(24) During the period between RFP submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their RFP with any member of the McAllen City Commission or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations. Violation of this provision may result in the rejection of the respondent's RFP.

LITIGATION

(25) Be advised that any Respondent that is involved in any litigation with the City of McAllen will not be considered for award of this service contract.

DISCLAIMER

(26) While all precautions have been taken to ensure that files on this page will not interfere with or cause damage to your system or its existing data, City of McAllen accepts no responsibility for damages that may be caused by these files and makes no other warranty or representation, neither expressed nor implied, with respect to these files. These files are provided "as is" and you, the user, assume the entire risk when you use them.

INSTRUCTIONS TO RESPONDENTS CONTINUED:

WAIVER

(27) Due to the electronic transmissions, the City of McAllen does not guarantee nor will it be liable for the accuracy of what is read or what is downloaded.

LIMITATION OF LIABILITY

(28) Vendors that use the services available through this webpage agree that the City of McAllen shall not be liable for any loss of profits, loss of time, interruption of business, or indirect, special, incidental, or consequential damages of any kind whether under this agreement or otherwise due to your use of this system.

CONFLICT OF INTEREST

(29) Respondents are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of McAllen not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

Mayor's Message:

On behalf of the City of McAllen, I invite you to come do business with us. The City has a thriving community, excellent quality of life venues, and a vibrant retail industry with local and international appeal. In McAllen, located along the Rio Grande River in South Texas, you will find a mid-sized City which draws an estimated 4 million frequent shoppers located within a two hour driving radius.

McAllen's investment in infrastructure means your business will find what it needs in order to be successful. As the home of two international bridges with an additional two bridges in neighboring cities, McAllen allows your business to draw from an international, multi-cultural customer base.

Our shoppers make McAllen among the highest retail sales per household in the state of Texas and twice the national average.

In McAllen, you will find a young and educated workforce eager to staff your project. Twenty-nine percent of McAllen's general population holds a bachelor's degree or higher, beating state and national averages of 26 percent and 28 percent, respectively. With a median age of 27, McAllen's young workforce provides an excellent resource for retailers needing to staff their projects. With 77% of McAllen families having children younger than the age of 17, local families are always looking for new retail venues to fit their lifestyles.

In 2011, McAllen's efforts in providing a safe environment to its visitors and citizens led to a 22.2% crime rate reduction compared to 2010. These policing efforts, combined with smart development policies, have made McAllen the safe, attractive city it is today.

McAllen Means Business...

McAllen's commitment to attracting business has gained national attention. The City of McAllen offers a development team eager to work with your business to address any concerns you may have. With incentives for qualifying projects, we are prepared to make sure your business offers you the best return on investment possible.

Please consider this a unique development opportunity. For more information please access our new webpage, mcallenmeansbusiness.com.

We'll make sure you know we mean business.

Sincerely, Jim Darling,
Mayor, City of McAllen

**CITY OF MCALLEN
REQUEST FOR PROPOSAL
DEVELOPERS TO DESIGN, DEVELOP, CONSTRUCT, AND OPERATE AN INMATE
DETENTION FACILITY ON A SITE TO BE PROVIDED BY THE CITY OF MCALLEN,
TEXAS**

The Opportunity

McAllen is in the geographic center of the region termed the Borderplex, which includes the four Rio Grande Valley U.S. counties and the Northern Mexico border cities from Matamoros to Ciudad Mier.

As the retail hub of the Rio Grande Valley, McAllen is always seeking to expand its offerings to its citizens and visitors, alike. The site, Located on the Rio Grande Valley's "Main Street", US Expressway 83 and Texas State Highway 336 or McAllen's 10th Street, is a location that is unmatched by any other in terms of access, visibility, and potential business opportunity.

The City is an 8 minute driving time from the existing international bridges at Pharr, Hidalgo, and Anzalduas. The City is a location for Federal Courthouse, Bicentennial and Business 83, McAllen, Texas.

McAllen is a one hour and 4 minute drive to Federal Courthouse, Brownsville, Texas, two hour and 50 minute drive to Federal courthouse in Laredo, Texas, Two hour and 30 minute drive to Federal Courthouse in Corpus Christi, Texas, and Three Hour and 43 minute drive time to Federal courthouse in San Antonio, Texas.

The Borderplex population exceeds 2.5 million, placing it among the 25 largest metro-like areas in the United States. It is in the midst of unprecedented change and growth, perhaps greater than any other area of its size in America.

Our promotion of international and retail trade, tourism and manufacturing is among the most successful along the U.S.-Mexico Border. McAllen is:

- Ranked #1 in Job Growth, #8 in Income Growth, and #10 in Cost of Living in a survey of the top metro areas of the United States (Forbes Magazine 2004).
- Ranked #1 in Texas in total retail sales per household (2005-Texas Comptroller's Office).
- Ranked #5 among the best cities in the United States to purchase a home (Money Magazine 2006).

Development Approach Summary:

Award an agreement to a developer submitting an inmate detention proposal containing a development plan that exhibits the greatest ability to generate the highest revenue and economic impact for the City. The City will give priority to a developer with experience, financial strength, and a demonstrated record of accomplishment in undertaking high-quality development projects.

REQUEST FOR PROPOSAL FOR DEVELOPERS TO DESIGN, DEVELOP, CONSTRUCT, AND OPERATE AN INMATE DETENTION FACILITY ON A SITE TO BE PROVIDED BY THE CITY OF MCALLEN, TEXAS Continued:

The Vision:

Responsibilities will include, but are not limited to, leading the effort in project design, finance, construction, operation, transportation, or contracting the operation of an inmate detention facility to provide 24-hour per day supervision and associated Federal inmate services in the controlled environment of a secure facility. Capacity for detention of at least 1000 adults, expandable to 2000 adults. The developer will be responsible for the overall development of the site.

The Plan:

To Develop, Design, Construct, and Operate an inmate detention facility located on a site located within or outside of the corporate city limits of McAllen, Texas. This site will be the location for a private contractor to operate under a City of McAllen/United States Justice Department Intergovernmental service agreement.

Based upon the approved developer's response to this request, The City of McAllen shall acquire the necessary site, design and construct necessary public infrastructure, subdivide site, and provide necessary conditional use permits for the site to be ready for developer's project to commence with building permit.

The Process

The specifics of the developer selection process are as follows:

Pre-Proposal Conference

Entities planning to submit proposals are encouraged to attend a pre-proposal conference at the City of McAllen – City Hall.

The meeting will be held at 10:00 a.m. on July 18, 2013 at City Hall, 2nd Floor Conference room, 1300 Houston, McAllen, Texas.

Teleconference capabilities are available. Entities wishing to participate via teleconference must call 956-681-1130 prior to Pre-proposal Conference.

Any addenda to these specifications will be issued after this meeting based on questions from potential developers.

Submission of Proposals

Sealed proposals shall be addressed to Mr. Mike R. Perez, City Manager, City of McAllen, Texas will be received on September 10, 2013 until 3:00 pm. at the City Hall, 1300 Houston (P.O. Box 220), McAllen, Texas 78501, at which time they will be taken to the Conference Room on the 2nd Floor where the names of the respondents shall be read aloud for the:

Request for Proposals of Developers to Design, Develop, Construct, and Operate an inmate detention facility on a site to be provided by the City of McAllen, Texas.

REQUEST FOR PROPOSAL FOR DEVELOPERS TO DESIGN, DEVELOP, CONSTRUCT, AND OPERATE AN INMATE DETENTION FACILITY ON A SITE TO BE PROVIDED BY THE CITY OF MCALLEN, TEXAS Continued:

Submission of Proposals Continued:

Electronically transmitted Request for Proposal (RFP) without hard copies will not be considered.

One (1) Original and Nine (9) copies should be provided, along with an electronic version. All RFPs will be date stamped as the City receives them.

Schedule of Benchmark dates:

5/28/2013:	City Commission approval of RFP specifications
7/10/2013:	RFP Issued to public
7/18/2013:	Pre-Proposal Conference at 10:00 AM CST
7/22/2013:	Questions and Answers Distributed
9/10/2013:	Proposals Due by 3:00 pm
9/12/2013:	Staff committee analyzes proposals
9/23/2013:	Maximum of four (4) proposals interviewed
10/14/2013:	City Commission Selects Developer to Negotiate Exclusive Development Agreement

Proposals Response Content :

The following items shall be included in your Request for Proposal(RFP) response:

- **Cover Transmittal letter** : Provide a narrative that introduces the firm and team highlighting the particular strengths of the respondent to implement the vision proposed in the RFP.
- **Submission Requirements:** Transmittal letter and offer — not to exceed one page and including: A statement that the signatory is authorized to submit the proposal, a statement that the proposal will remain in effect for a minimum of sixty (60) days; name of a single contact person for all correspondence and notifications; and an offer indicating the developers' awareness and agreement to comply with the terms of this proposal.
- **Development Team Qualifications:** Legal name and principal officers of each member of the development team, including the developer, Private Prison operator, and architect, construction manager or general contractor, and all other team members expected to earn \$250,000 or more in fees;
Summary of qualifications, list of completed projects, relevant experience in Texas, and references for each member of the development team.

REQUEST FOR PROPOSAL FOR DEVELOPERS TO DESIGN, DEVELOP, CONSTRUCT, AND OPERATE AN INMATE DETENTION FACILITY ON A SITE TO BE PROVIDED BY THE CITY OF MCALLEN, TEXAS Continued:

Development Approach:

A detailed description of the entity that will own the inmate detention facility, (e.g. corporation, LLC, joint venture, etc.) and, to the extent available, a list of other owners of interest in the ownership entity and the estimated percentage of ownership of each.

Physical Development Proposal: Respondents shall provide a detailed description of the proposed Private Prison development program, inclusive of the following:

- a. Site
 - i. Use a generic site location (the actual site location to be determined after submittal) of a minimum of 20 acres meeting specifications as may be required by the State of Texas Jail Standards Commission, United States Department of Justice, City of McAllen Development Code, and Hidalgo County, of any other regulatory body that may have primary jurisdiction over the proposed facility relative to life safety Codes and fire safety requirements placed on the facility. Final approval of the site by any jurisdiction above is not required until final developer's agreement is complete.
- b. Physical Plant/ Structural Design:
 - i. Description of facilities: Square footage, purpose of room and any special ventilation, lighting, covering, etc. For each of the following: Administrative office Areas, Armory, Conference Rooms, Commissary, Control rooms, Dayrooms, Dining areas, Classroom Education, Detention Cells, Staff Training, Exercise Area, recreation Area, Visitation, Library resource center, mail and property, Housing Units, Sleeping areas, maintenance areas, janitorial closets, infirmary with negative pressure cells, segregation cells, kitchen, client/attorney visitation rooms, showers, latrines, communication systems for telephone, data and radio.
 - ii. Describe interior and perimeter security to prevent inmate egress and ingress by the general public. Provide the name and type of any perimeter detection system, fencing, cameras to be utilized.
 - iii. Type of Building Security that will be used (ie audio/video), as well as identification of locking mechanisms to be used.
 - iv. Describe the sally port to include size, security considerations of both pedestrian and vehicle sally ports, i.e. metal detectors, cameras.
 - v. Total gross building area or footprint, and site plan for vehicular and pedestrian egress and ingress. Phases for future expansion to be shown.
 - vi. Describe how facility will comply with Americans with Disabilities Act (ADA).
 - vii. Describe the demand for utility systems and utility companies that will provide natural gas, electric, water, sanitary sewer, garbage/trash/recycling, and telephone services. Provide the estimated amount of water that will be available for each inmate, per day.
 - viii. Number of stories. See FAA Height Restrictions in City Development Code.
 - ix. Proposed Physical Links, if any, between Private Prison elements and McAllen –Miller International Airport.
 - x. Identify the amount of land within secure perimeter, distance to each property line and outside of secure perimeter.
 - xi. Number of parking spaces required for the Private Prison, this will be included in Developer's agreement with City.

REQUEST FOR PROPOSAL FOR DEVELOPERS TO DESIGN, DEVELOP, CONSTRUCT, AND OPERATE AN INMATE DETENTION FACILITY ON A SITE TO BE PROVIDED BY THE CITY OF MCALLEN, TEXAS Continued:

Development Approach Continued:

- xii. Conceptual drawings: showing floor plans that include the gross floor area of each use at all floors and major entrances A narrative statement should accompany the diagrams. This element of the Response is not intended to be a design submittal.
- xiii. Project Schedule: Respondents shall provide a project schedule, from acquisition, design, construction, through opening of the Private Prison.
- xiv. Describe how the public will be notified and consulted of the proposed development.
- xv. Provide projected project benefits including estimated future property value and additional tax revenues generated for the City of McAllen. Amount and Terms to be determined during negotiated development agreement period based upon:
 - 1. Projected permanent Job creation
 - 2. On site and/or off-site public infrastructure needs

The City of McAllen, through the Development Corporation of McAllen Inc., is required by Texas law to enter into written performance agreements when public corporations provide funding or make expenditures on behalf of a business entity or developer in furtherance of a permissible 4(b) project. At a minimum an agreement must contain schedule of jobs to be created, capital investment by business enterprise, and terms under which repayment must be made should business fail to meet performance requirements specified in agreement.

- xvi. Project Protection of Pedestrians and Adjoining property: Developer and or Developer's Contractor shall provide Protection to Pedestrians and adjoining property of both Private Prison worksite and Construction mobilization site according to Section 3306: Protection of Pedestrians and Section 3307 and 3308 of the International Building Code.
- xvii. Traffic Coordination Plan: During Construction period and Operation of facility that will affect neighbor's pedestrian and vehicle egress and ingress shall be coordinated with and approved by City Traffic Department.

Respondent's Qualifications, Experience and References:

Respondents must include information on the development entity and key members of the team, including the firm's organizational structure, board of directors, executive management, corporate history and mission, or similar information concerning the development entity's core business objectives. Similar information is requested for any partners that are proposed to be part of the project. Provide a brief description of all key personnel and technical staff (including vendors, partners, or subcontractors to the extent known) to be involved and their relationship to the services to be provided.

Summary of qualifications, list of completed projects, relevant experience in Texas and references for each member of the development team;

REQUEST FOR PROPOSAL FOR DEVELOPERS TO DESIGN, DEVELOP, CONSTRUCT, AND OPERATE AN INMATE DETENTION FACILITY ON A SITE TO BE PROVIDED BY THE CITY OF MCALLEN, TEXAS Continued:

Respondent's Qualifications, Experience and References Continued:

A detailed description of the entity that will own the Private Prison (e.g. corporation, LLC, joint venture, etc.) and, to the extent available, a list of other owners of interest in the ownership entity and the estimated percentage of ownership of each.

Qualification Statement: Include a mandatory disclosure for the past five (5) years of any of the following types of conduct:

Bankruptcy filings, liquidated damages, fines, assessments or penalties, judgments, or award in contract disputes, contract defaults and /or terminations, license revocations, suspensions, and/or other disciplinary actions, prior debarments or suspensions by a governmental entity, denials of prequalification or findings of non-responsibility, Safety past performance data, including fatality incidents, alleged violations of any Federal, City, State civil or criminal law, Criminal indictments or investigations, legal claims filed by or against the private entity , and claims on payment and performance bonds.

Respondents must include at least three professional or public agency references, with contact names and information. Include information regarding your entity's experience involving the size and level of complexity of the proposed project with particular emphasis on any prior experience in South Texas development. Include any partnerships with public agencies developing similar projects and evidence for completing similar, large -scale development projects on schedule.

Evidence of Financial Capability:

The submittal must include information that will enable the City to discern the financial resources available to the entity. Such information should help the City to determine whether the development entity has the financial ability to deliver the proposed redevelopment program as evidenced by submission of information such as recent financial statements, bonding capacities, and insurance coverages. Include the descriptions of relationships with lending institutions, financial partners, investors, environmental insurers, etc. Include current project portfolio, with size, value, years of ownership, and asset performance.

Schedule and Operation:

Include a proposed development program, phasing plan if applicable, your strategy for operating the development including existing Federal or proposed service agreements, reinvestment in the development, and sustainability of the project.

REQUEST FOR PROPOSAL FOR DEVELOPERS TO DESIGN, DEVELOP, CONSTRUCT, AND OPERATE AN INMATE DETENTION FACILITY ON A SITE TO BE PROVIDED BY THE CITY OF MCALLEN, TEXAS Continued:

SELECTION CRITERIA:

The City intends to evaluate the proposals of interested development entities and shall initially select a maximum of four (4) proposals. The four (4) proposals will be those which receive the greatest number of points based upon the attached Selection Evaluation Form, "RFP Selection Evaluation Form", including relative weighting of criteria, as included as attachment B.

All of the proposals meeting the requirements of this solicitation will be reviewed and rated by a staff committee according to the following criteria:

1. Project Vision/Organization - Overall approach and long term benefit to City of McAllen.
2. Relevant Commercial Development Experience - Qualifications and experience of developer entity with Inmate detention facilities in Texas. Implementation of similar projects.
3. Implementation strategy, operation and sustainability of proposed project. A record of partnering with public agencies on similar projects - Overall schedule, including phasing. How will project be sustainable?
4. Financial Capability - to access sufficient debt and equity and/or proven ability to raise debt and equity capital. Ability to complete, operate, maintain and sustain proposed vision.
5. Experience – Ability to complete proposed project. Past experience of completing similar projects on schedule.

After the deadline for receipt of RFP's, an evaluation committee will review all proposals utilizing the evaluation selection criteria noted.

Based on this Committee's review, it is expected that several firms may be short-listed for further consideration, and may be required to submit supplemental information. Additionally, after review of the findings of the committee by the City Manager, selected firms may be required to make a formal presentation before the Mayor and City Commission.

Upon award by the City Commission, the City will enter into negotiations with the selected firm and chose the final developer from this group for the negotiation of an exclusive agreement that will detail the developer's and City's responsibilities as to method and means of constructing the project. If negotiation efforts are successful, a contract will be executed with this firm for the required services. If negotiations are unsuccessful, the City will terminate negotiation efforts formally and will open negotiations with the next firm. This process will continue until negotiation efforts are successful. The City Commission's decision shall be final.

The City and the Final Developer will complete an exclusive development agreement. Should City determine that an exclusive development agreement cannot be consummated with the chosen, final qualified developer during the agreement's one year negotiating period, City reserves the right to select second developer to complete exclusive development agreement.

REQUEST FOR PROPOSAL FOR DEVELOPERS TO DESIGN, DEVELOP, CONSTRUCT, AND OPERATE AN INMATE DETENTION FACILITY ON A SITE TO BE PROVIDED BY THE CITY OF MCALLEN, TEXAS Continued:

EXCLUSIVE DEVELOPMENT AGREEMENT ELEMENTS:

It is the City's intention to select and enter into an exclusive development agreement based upon a mutually agreed upon development plan with a final, qualified developer to bring the project from vision to design, construction, opening and operational status.

The Agreement is to be complete within one year of selection with a qualified developer for the development of the project. During this period City and Developer shall determine a site that is mutually agreeable to both parties.

This development agreement must also include but not be limited to:

1. Final approval of the development site to be designated by the City of McAllen and approved by developer.
2. Site must meet specifications as may be required by the State of Texas Jail Standards Commission, United States Department of Justice, City of McAllen Development Code, and Hidalgo County, of any other regulatory body that may have primary jurisdiction over the proposed facility relative to life safety Codes and fire safety requirements placed on the facility.
3. Option to acquire site by sale or ground lease from City to the developer based upon appraisal of site by City.
4. Timeline for implementation of construction after closing or leasing of site.
5. Meeting all site development specifications contained within this document and its developer's response to City.
6. Evidence of professional services contracts and fee schedule, including, but not limited to, architectural and engineering.
7. Preliminary design documents that meet City development requirements.
8. A performance bond or letter of credit to guarantee construction of each phase.
9. The sources and amounts of working capital to cover operational costs from start-up through completion.
10. Letters of non-equity financial commitment from lending institutions for both construction and permanent financing.
11. Demonstration of developers' source of equity investment.
12. Pre-development approved governmental service agreements with the United States Justice Department for Housing of Federal Prisoners.
Amount and terms of any proposed City of McAllen or other political subdivision financial incentive requirements

PROPOSED SCHEDULE TO COMPLETE EXCLUSIVE DEVELOPMENT AGREEMENT:

10/14/2013: City Commission Selects Developer to Submit Exclusive Development Agreement

10/14/2014: Developer /City Negotiate final Development Agreement to implement project

3/23/2015: Developer /City Close on property/Construction begins

REQUEST FOR PROPOSAL FOR DEVELOPERS TO DESIGN, DEVELOP, CONSTRUCT, AND OPERATE AN INMATE DETENTION FACILITY ON A SITE TO BE PROVIDED BY THE CITY OF MCALLEN, TEXAS Continued:

PROJECT SITE DETAILS

The Developer shall be responsible for describing a generic or preliminary site usable for the purpose of the requirements of this request for proposal with the following elements:

1. Property Size: Maximum and Minimum for each phase of development;
2. Property Dimensions;
3. Buffer distances required from Commercial, Residential, Industrial, Aviation uses;
4. Utilities Capacities required: Water, Sanitary Sewer, Electrical, Gas, Telephone, Cable, Internet;
5. Storm Drainage Requirements;
6. FEMA Flood Zone requirements;
7. Street System: Capacities required;
8. Will development generate more than 100 peak hour trips that will trigger Traffic Impact Analysis?
9. Signage/Fencing Requirements: International Building codes;
10. Landscape: City requires 10% of the site to be landscaped. Credit for existing trees;
11. List any environmental, legal requirements by any jurisdictional or approval agency not listed above.

SITE DEVELOPMENT ELEMENTS TO BE PROVIDED BY CITY OF MCALLEN:

1. Site surveys, environmental investigations, research, or other applicable data collection activities based upon developers response to this RFP.
2. Property subdivision if necessary.
3. Annexation to City of McAllen, if necessary.
4. Zoning /Conditional Use Permit: By City of McAllen Planning and Zoning Commission for a Conditional Use Permit for the Life of the Use as an Institution use (Correctional facility)
5. Airport Compatibility: All proposed new construction must be approved by the Federal Aviation Administration (FAA) prior to commencement of construction
6. Utilities: Extended to Site Boundary if not existing or in place.
7. Storm Drainage outfall from site boundary to existing or proposed public drainage system
8. Traffic Impact Analysis: (TIA) If a proposed development of the site is estimated to generate more than 100 peak hour trips, a Traffic Impact Analysis is required prior to subdivision approval.
9. Tree Survey if necessary.

PUBLIC RELEASE OF RFP SUBMITTALS:

Developers are advised that all documentation submitted in response to this RFP may become available to the public as a public record and may be released without further notification. Any information that the developer considers confidential should not be submitted with the qualifications information.

**ATTACHMENT A
EXCERPTS FROM CITY OF MCALLEN DEVELOPMENT CODE**

**DRAFT of 2013 City of McAllen
Development Code pertaining to Correctional Facilities:**

Sec. 2.4.6 Correctional Facility

Generally. Correctional facility is allowed with a conditional use permit in those districts identified in the Land Use Table, Sec. 2.3.3 if:

1. The facility is located not less than 1,000 feet from the boundaries of any residential zoning district and
2. It complies with State requirements.

Rehabilitation facility is conditional in IL and IH. Prohibited in other zones (**Sec. 2.3.3 Land Use Table**)

Article 10 Definitions

Correctional Facility means a structure or group of structures for long-term confinement of persons sentenced by the courts. This definition shall not apply to a jail operated by a city, county, state or federal government for the temporary confinement of persons awaiting trial or transport.

DRAFT of 2011:

Sec. 2.4.6 Correctional Facility

- A. **Generally.** Correctional facility is allowed with a Conditional Use Permit in the AG and IH districts if:
1. The facility is located not less than one mile from the boundaries of any residential zoning district.
 2. ~~The minimum area of the parcel proposed for development is 320 acres.~~
 3. ~~The parcel proposed for development does not front on an arterial street.~~
 4. If it complies with State requirements

Conditional use in the BP (business park) and IH (industrial heavy) Prohibited in all other zones

Correctional Facility means a structure or group of structures for long-term confinement of persons sentenced by the courts. This definition shall not apply to a jail operated by a city, county, state or federal government for the temporary confinement of persons awaiting trial or transport.

ATTACHMENT A - EXCERPTS FROM CITY OF MCALLEN DEVELOPMENT CODE
Continued:

Division 4.3 Site Design

Sec. 4.3.1 Design Standards, General

The design standards in this MDC are minimum standards. The City may impose more restrictive or higher standards when it finds they are necessary to conform to the development and design of land, a proposed subdivision addressing sound engineering or design standards and other standards, requirements or purposes of this MDC or goals of the Comprehensive Plan.

E. Streets internal to a residential or nonresidential subdivision as applicable shall conform to requirements under Division 7.6, *Streets and Alleys, General*.

F. Streets external to a residential or nonresidential subdivision as boundary or connecting streets shall be evaluated in its/their ability to accommodate the traffic demand generated by the development as determined under Article 7, *Transportation and Vehicle Use*, and shall have installed improvements to such or comply with other acceptable financial securities as defined by this MDC prior to issuance of a building permit for a habitable structure.

Sec. 4.3.3 Requirements for Maintaining; Ownership Responsibility; Liability

A. For every lot, parcel or tract created or used in the City or its extraterritorial jurisdiction, as applied by law, the property owner shall be charged with the responsibility of maintaining enhancements to the lot, parcel or tract that includes as applicable, but is not limited to masonry walls and fencing, landscaping, signage, parking, structures, roofs, entryways, streets, medians, islands, street yards, cross access easements and other such amenities. Such maintenance is subject to requirements of this MDC, the McAllen Municipal Code or other policies adopted by the City or as otherwise amended.

Division 4.4 Utilities

Sec. 4.4.1 General Standards for Construction

A. Water, wastewater and storm drainage systems, street construction and improvements, screening walls, landscaping and irrigation, with all appurtenances pertaining to the same and facilities of other agencies as may be required, shall be constructed and installed in each new subdivision in accordance with construction details and specifications of the City and/or as required under this MDC prior to final plat approval.

Sec. 4.4.3 Underground Utilities Required

A. **Generally.** All new distribution and service utility lines (e.g., electrical, phone, cable, fiber to the home, water, and sewer) shall be located underground.

Sec. 4.4.4 Water Supply

A. **Generally.** Water supply for new development shall be sufficient to provide for the development's potable water demand, irrigation needs, and fire protection needs. Water shall be supplied using fire rated lines that are acceptable to the Fire Department, and installed to the specifications of McAllen Public Utility or other applicable water service provider.

ATTACHMENT A - EXCERPTS FROM CITY OF MCALLEN DEVELOPMENT CODE
Continued:

Sec. 4.4.5 Fire Hydrants

- A. Unless otherwise required by the Fire Chief, fire hydrants shall be installed every 300 feet for nonresidential or multifamily uses and every 500 feet for other residential land uses. The location and spacing of fire department connections (FDCs) shall be determined by the Fire Chief on a case-by case basis. In general, an FDC shall not locate where there is any traffic movement unless there are provided bollards or other measures taken to prevent damage.
- B. The minimum water main size shall be 8 inches. The requirement for a looped fire line shall be determined on a case-by-case basis.

Sec. 4.4.6 Sanitary Sewers

A. Generally.

1. Sanitary sewer service for new development shall be sufficient to provide for the development's demand for such service. Sanitary sewer lines shall be installed to the specifications of the MPUB.

Sec. 4.4.8 Storm Water

- A. An adequate storm water system consisting of inlets, pipes, manholes and other underground structures shall be constructed where runoff of storm water and the prevention of erosion cannot be accomplished satisfactorily by surface drainage.
- B. The criteria for use in designing storm sewers, culverts, bridges, drainage channels, and other drainage facilities shall conform to standards for design by the City or other agency having jurisdiction as required by the City Engineer.

Sec. 6.4.2 Building Design

- A. **Generally.** New nonresidential, mixed-use, and multifamily buildings shall be designed and oriented to comply with the standards of this Section. Existing buildings that are modified, expanded, or improved shall not be changed in a way that would conflict with this Section.

Parking: Correctional or Rehabilitation Facility See Section 7.1.4, *Special Studies*

Sec. 7.1.4 Special Studies

A. **Generally.** Some of the uses that are listed in the tables set out in Section 7.1.2, *Required Parking Spaces*, have nonlinear or widely varying parking demand characteristics. Accordingly, their parking requirements are listed in the table as "special study." Required parking for these uses shall be established according to the standards of this Section.

B. Requirements.

1. A special study shall be conducted by a traffic engineer at the applicant's expense.
2. The special study shall provide:
 - a. A peak parking analysis of at least five functionally comparable uses; and
 - b. Documentation regarding the comparability of the referenced uses, including: name, function, location, floor area, parking availability, access to transportation network (including vehicular, bicycle, pedestrian, and transit), use restrictions, and other factors that could affect the parking demand.

ATTACHMENT A - EXCERPTS FROM CITY OF MCALLEN DEVELOPMENT CODE
Continued:

Parking: Correctional or Rehabilitation Facility See Section 7.1.4, *Special Studies*
Continued:

Sec. 7.1.4 Special Studies Continued

C. Approval of Special Study

The Director of Planning may rely upon the special study or may request additional information or analysis, including, but not limited to: alternative or new data points, or consideration of additional or alternative factors related to comparability or peak demand as supported by sound engineering principles.

Sec. 5.3.10 Parking Lot Landscaping Requirements

- A. **Generally.** Parking lot landscaping is required in every parking lot, but not in parking areas on single family detached, single-family attached, and duplex. Parking lot landscaping shall be installed in landscape islands and in corners of parking lots that cannot be used for parking spaces due do geometric constraints. Such corners shall be delineated by the extension of the back line of the parking spaces that define the corner.
3. Landscaped islands and peninsulas shall be provided within each parking lot such that parking spaces are no more than 50 feet from a landscaped area. The minimum type and density of landscaped islands, medians and peninsulas in parking lots is recommended to be as follows:
- a. 50 percent of the islands, medians and peninsulas shall be canopy trees
 - b. 25 percent of the islands, medians and peninsulas shall be understory trees
 - c. 25 percent of the islands, medians and peninsulas shall be two tall-growing palms and five low-growing palm trees plus tropical woody ornamentals to enhance the appearance and subtropical reputation of the City shrubs.
 - d. 12 shrubs clustered per 10 linear feet of island or peninsula length or portion thereof. Shrubs in medians interior to the property shall use a variety of shrubs;
 - e. Groundcover in beds with plant spacing no more than eight inches;
 - f. The various types and species of vegetation shall be distributed throughout the parking lot.
 - g. In computing plant percentage, fractions shall be rounded up to the next higher number.
 - h. Where there are a combined total of three or less landscaped islands, medians or peninsulas required, those shall be planted with canopy trees in addition to shrubs and groundcover.
 - i. Each island and peninsula shall be a minimum of 5 feet wide at any point measured from the back of a curb and shall contain no less than 160 square feet of continuous landscaping.
- C. **Protection of Planting Areas.** Planting areas shall be protected by wheel stops and 6 inch curbs. Curbs may be punctuated to allow for stormwater flows into biological treatment areas pursuant to an approved drainage plan, provided that the punctuations do not interfere with their protective function.
- D. For water conservation, maintenance and appearance, turf grasses should not be incorporated within landscaped islands, medians and peninsulas. Landscaped islands, medians and peninsulas shall be planted with groundcovers and shrubs and watered by drip or soaker irrigation.

ATTACHMENT A - EXCERPTS FROM CITY OF MCALLEN DEVELOPMENT CODE
Continued:

Sec. 5.3.11 Landscape and Vehicle Protection; Wheel Stops; Curbs

- A. A six-inch concrete curb shall be constructed to City standards and used to enclose all landscape islands and medians and shall be used with all peninsulas.
- B. To prevent damage to vegetation within landscaped islands, medians and peninsulas, to prevent damage to vehicles and to assist vehicle occupants entering and exiting vehicles, parking spaces adjacent to landscaped islands, medians and peninsulas shall provide a space two-feet in width, calculated prior to parking layout between the back of the curb and parking space.

Division 5.4 Development Landscaping

Sec. 5.4.1 Ground Cover

- A. **Generally.** In order to prevent erosion and wind-blown dust, pervious areas on all developed property shall be planted or covered with trees, shrubs, groundcovers (which may include sod), mulch, or garden plants.
- B. **Limitation on Sod.** In nonresidential, multifamily, and mixed-use development, not more than 50 percent of the area covered with groundcovers may be planted with sod.

**ATTACHMENT B
RFP SELECTION EVALUATION FORM**

PROJECT: City of McAllen Private Prison

SCORING GUIDELINES:

Rater's Score: (Range 0-5) 0=not included/non responsive; 1=Marginal Abilities, Serious Deficiencies; 2=Adequate with Minor Deficiencies; 3=Adequate, Standard-Acceptable; 4=Well Qualified; 5=Exceptionally Well Qualified.

Weighing Factor: Each criteria is assigned a weighing factor of between 2 and 5 reflecting the importance and priority of each criteria to be evaluated.

Weighted Score = Rater's Score multiplied by (x) Weighing Factor. Totals should be calculated for each criterion.

Total score = Sum of all weighted scores.

Firm Name	Evaluated by	Date

CRITERIA TO BE RATED		RATER'S SCORE	WEIGHING FACTOR	WEIGHTED SCORE
Project vision / Organization	Overall approach, and long term benefit to City of McAllen		5	
Relevant Commercial Development Experience	Qualifications and experience of developer entity with Inmate detention facilities in Texas. Implementation of similar projects.		5	
Implementation strategy, operation and sustainability of proposed project. Partnered with public agencies?	Overall schedule, including phasing. How will project be sustainable?		4	
Financial capability	To access sufficient debt and equity and/or proven ability to raise debt and equity capital. Ability to complete, operate, maintain and sustain proposed vision.		4	
Experience	Ability to complete proposed project. Past experience of completing similar projects on schedule.		2	
	Maximum points possible=20		A+B+C+D+E=20	Total Points=