
Borderplex Alliance Foundation

REQUEST FOR PROPOSAL

Interior Selective Demolition and Site Preparation

Procurement Method: Competitive Sealed Proposal (CSP)
per Texas Government Code 2269.151, Chapter 2269, Subchapter D

Solicitation Number	RFP-2026-04
Project Title	Interior Selective Demolition, Site Preparation and Office Space Construction
Issuing Agency	Borderplex Alliance Foundation
Agency Address	123 W. Mills Ave., Suite 320, El Paso, TX 79901
Issuance Date	July 1, 2026
Open House Date	July 8, 2026, 9:00 a.m. - 10:00 a.m. Mountain Time
Proposal Due Date & Time	July 21, 2026, 5:00 p.m. Mountain Time
Proposal Submission Inbox	Demolition Project Proposal Submission
Point of Contact	contact@borderplexalliancefoundation.org (Attention: Monica Fernandez)
Questions Deadline	July 16, 2026, 10:00 p.m. Mountain Time
Site Visit	July 16, 2026 (See Attachment 2 – Site Visit Protocol and Q&A Process for Location/Times) Attendance is mandatory. Respondents who do not attend will be disqualified.
Public Opening	July 22, 2026, 9:00 a.m. (See paragraph 2.11)
Proposal Validity Period	120 calendar days from Proposal Due Date

IMPORTANT NOTICE: This solicitation is issued pursuant to Texas Government Code Chapter 2269, Subchapter D (2269.151–2269.155). Award will be made to the Respondent offering the Best Value to the State of Texas, based on weighted evaluation criteria set forth herein. Award is not based solely on lowest cost. All proposals are subject to the Texas Public Information Act (Texas Government Code Chapter 552).

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SECTION I: PROCUREMENT AUTHORITY AND PURPOSE

I.1 Authority

This solicitation is issued pursuant to Texas Government Code Chapter 2269, Subchapter D, Sections 2269.151 through 2269.155, which authorize state governmental entities to use the Competitive Sealed Proposal (CSP) method for the procurement of construction services when the use of competitive sealed bidding is either not practical or not advantageous to the governmental entity. The Competitive Sealed Proposal method permits the Agency to consider factors other than price and to negotiate with the highest-ranked Respondent prior to award.

The Borderplex Alliance is operating pursuant to the state of Texas governing statutes as codified in the Texas Government Code. The Agency is authorized to enter contracts for construction services under applicable Texas law, including but not limited to Texas Government Code Chapters 2155, 2161, 2252, 2261, and 2269, and all applicable provisions of the Texas General Appropriations Act.

I.2 Purpose and Background

Borderplex Alliance Foundation (hereinafter "Agency") is soliciting competitive sealed proposals from qualified, licensed, and financially responsible general contractors (hereinafter "Respondents" or "Contractor") for the performance of interior renovation and construction services at the Agency's facility located at Wells Fargo Plaza, 221 N. Kansas St, El Paso, Texas.

The Agency currently leases an existing office space that requires interior modifications to prepare the facility for a future project. Specifically, this project encompasses two (2) distinct elements:

1. **Interior Demolition and Site Preparation:** Controlled demolition of designated non-structural interior elements within an occupied building, including walls, ceilings, flooring, and associated fixtures, in a manner that preserves the integrity of adjacent occupied spaces and active building systems.

2. **Office Space Construction:** Design and construction of an office space of approximately 3,500 square feet, including all associated structural, mechanical, electrical, architectural, and life-safety work.

All work shall be performed in a manner that minimizes disruption to the Agency's ongoing operations. The existing building will remain occupied and fully operational throughout the project duration. The selected Contractor must demonstrate experience in occupied-facility construction, phased construction sequencing, and compliance with all applicable state and federal regulatory requirements.

I.3 Procurement Objective

The Agency's objective is to identify and award a contract to the Respondent offering the **Best Value** to the Agency. Consistent with Texas Government Code 2269.056, award shall be based upon a weighted evaluation of multiple criteria, including but not limited to relevant experience and qualifications, technical approach and methodology, proposed project schedule, and cost. This award shall NOT be based solely on the lowest cost.

The Agency reserves the right to negotiate with the highest-ranked Respondent per Texas Government Code 2269.155 to achieve a contract that is most advantageous to the agency.

SECTION 2: INSTRUCTIONS TO RESPONDENTS

2.1 Solicitation Documents

This Request for Proposals (RFP), together with all addenda, attachments, and exhibits, constitutes the complete solicitation package. All solicitation documents, addenda, and related notices will be posted exclusively to the Borderplex Alliance Foundation website.

<https://www.borderplexalliancefoundation.org/>

Respondents are solely responsible for monitoring the website for any addenda or amendments issued prior to the Proposal Due Date. The Agency is not responsible for the failure of any Respondent to obtain, review, or acknowledge any addendum posted to the website. Failure to acknowledge an addendum in the submitted proposal may result in disqualification.

Respondents will submit proposals using the following Dropbox link.

<https://www.dropbox.com/request/tc3hz56stfzyf0bqseze>

2.2 Pre-Proposal Open House (Not Mandatory)

Attendance at the pre-proposal Open House is NOT mandatory. Respondents will be allowed access to the project site to make internal assessments of the project. There will be zero communications or questions during the open house. Questions and Answers are strictly prohibited. Photography is allowed.

- € **July 8, 2026, 9:00 a.m. – 10:00 a.m. Mountain Time**
- € **Location:** Wells Fargo Plaza, 221 N. Kansas St, Suite 101, El Paso, Texas.
- € **Construction Documents:** Drawings and specifications will NOT be made available to attendees. It is the respondent's responsibility to bring their own copies.
- € **Maximum Representatives:** Respondents are encouraged to limit attendance to no more than three (3) representatives per firm.

2.3 Pre-Proposal Conference (Mandatory Site Visit)

Attendance at the pre-proposal conference and site visit is **MANDATORY**. Respondents who do not send a representative to the mandatory pre-proposal conference will be **disqualified** from consideration and their proposals will not be evaluated.

- € **July 16, 2026 (Attachment 2 – Site Visit protocol and Q&A Process)**
- € **Location:** Wells Fargo Plaza, 221 N. Kansas St, Suite 101, El Paso, Texas.
- € **Sign-In Required:** All attending personnel must sign the official attendance sheet upon arrival.
- € **Construction Documents:** Drawings and specifications will NOT be made available to attendees. It is the respondent's responsibility to bring their own copies.
- € **Maximum Representatives:** Respondents are encouraged to limit attendance to no more than three (3) representatives per firm.

Questions raised during the pre-proposal conference will not be answered. All official answers will be issued via written addendum posted to the website. Only written addenda constitute binding responses to questions.

2.4 Written Questions

Questions regarding this solicitation must be submitted to the Agency's Point of Contact identified on the Cover Page of this RFP. Questions submitted to any other individual will not be considered.

Respondents will be provided an opportunity to submit questions during the mandatory site visit using a digital form provided to all attendees.

- € **Questions Deadline:** July 16, 2026, 10:00 p.m. Mountain Time
- € **Submit To:** contact@borderplexalliancefoundation.org
- € **Answers:** All questions and official answers will be compiled and posted as a written addendum. The identity of the submitting firm will not be disclosed in the posted responses.

Questions received after the deadline will not be answered unless the Agency determines, in its sole discretion, that an answer is necessary to prevent a material misunderstanding of the solicitation requirements.

2.5 Addenda

The Agency reserves the right to amend, supplement, or clarify any provision of this RFP by issuing written addenda. Only written addenda issued by the Agency and posted to the website are binding. Oral statements by any Agency employee or representative do not constitute amendments to this solicitation and shall not be relied upon by Respondents.

Each Respondent must acknowledge receipt of all addenda issued by including a signed Addenda Acknowledgment in its proposal (Tab A - Cover Letter). Failure to acknowledge any addendum may, at the Agency's discretion, result in disqualification of the proposal.

2.6 Proposal Submission Requirements

Proposals must be submitted in the following format. Proposals not conforming to these requirements may be deemed non-responsive and rejected:

- € **Technical Proposal PDF Document (Tab A – C)** — clearly labeled as the “Technical Proposal”
- € **Cost Proposal PDF Document (Tab D)** — must be clearly labeled as "Cost Proposal — DO NOT OPEN WITH TECHNICAL PROPOSAL”

All proposals must be downloaded the provided Dropbox Web Address no later than the Proposal Due Date and Time: July 21, 2026, 5:00 p.m. Mountain Time

Attention: Monica Fernandez

Dropbox Address: <https://www.dropbox.com/request/x57p6dfghqypw3uoko35>

Electronic submissions via email, facsimile, or electronic procurement portals will not be accepted unless specifically authorized by written addendum.

2.7 Proposal Validity

All proposals submitted in response to this RFP must remain valid, binding, and irrevocable for a period of one hundred twenty (120) calendar days from the Proposal Due Date. The Agency may request an extension of the validity period in writing. Respondents may agree or decline to extend; however, declination of an extension request may result in the proposal being withdrawn from consideration.

2.8 Late Proposals

Proposals received after the Proposal Due Date and time will not be accepted, considered, or evaluated under any circumstances. No exceptions will be made, regardless of the cause of the delay, including but not limited to mail delay, courier error, traffic, or force majeure events not rising to the level of Agency-declared emergency. Late proposals will be returned unopened to the submitting Respondent.

2.9 Withdrawal of Proposals

A Respondent may withdraw its proposal at any time prior to the Proposal Due Date and time by submitting a written request for withdrawal to the Agency's Point of Contact. The request must be signed by an authorized representative of the firm. Proposals may not be withdrawn after the Proposal Due Date and time except as authorized by Texas law.

2.10 Costs of Proposal Preparation

The Agency bears no responsibility or liability for any costs incurred by any Respondent in connection with the preparation, submission, presentation, or negotiation of any proposal in response to this solicitation. All such costs are solely the responsibility of the Respondent, regardless of whether a contract is awarded or the solicitation is cancelled.

2.11 Public Opening of Proposals

In accordance with Texas Government Code 2269.154(a), the Owner will receive, publicly open, and read aloud the names of the Offerors and any monetary proposals submitted. The public opening is for the purpose of publicly announcing Offeror names and monetary amounts only. No evaluation, discussion, or disclosure of technical proposal content will occur at the public opening.

To preserve the integrity of the best-value evaluation process, members of the Evaluation Committee shall not attend the public opening and shall not receive or review any pricing information until after completion of all technical scoring. Evaluation Committee members will score the technical portions of the proposals independently and without knowledge of price, in accordance with the evaluation methodology described in this RFP.

The Owner will evaluate technical proposals prior to evaluating price. Price proposals will be released to the Evaluation Committee only after all technical scoring has been completed, documented, and submitted to the Procurement Officer. The combined scoring of technical and price criteria will determine the best-value Offeror.

€ **July 22, 2026, 9:00 a.m. Mountain Time**

€ **Location:** 123 Mills Ave., Suite 111, El Paso, TX 79901

2.12 Right to Reject / Cancel

The Agency reserves the following rights, exercisable in its sole discretion and without liability to any Respondent:

- € To reject any or all proposals received in response to this RFP
- € To waive any minor technicalities, irregularities, or informalities in any proposal that do not affect the substantive merits of the proposal
- € To cancel or withdraw this solicitation at any time prior to contract execution, with or without cause
- € To reissue this solicitation in a revised form
- € To accept the proposal that represents the Best Value to the agency as determined by the Agency in accordance with the evaluation criteria herein
- € To award contracts to multiple vendors, or to elect not to award any contract

2.13 Public Information Act

All proposals, documents, and information submitted in response to this RFP are subject to disclosure under the Texas Public Information Act, Texas Government Code Chapter 552, following the award of a contract or the cancellation or withdrawal of this solicitation.

Respondents who believe any portion of their proposal constitutes confidential, proprietary, or trade secret information must clearly mark each page or section of such information with the designation "CONFIDENTIAL - PROPRIETARY" at the time of submission. The Agency does not guarantee the protection of information so marked. All requests for public disclosure of proposal information will be handled in accordance with the Texas Public Information Act, including referral to the Texas Attorney General's Office where required. The Agency will not be liable for the disclosure of information that a Respondent has failed to identify as confidential.

2.14 Conflict of Interest

Respondents must disclose any actual or potential conflicts of interest in accordance with Texas Government Code Chapter 226I and all other applicable law. Each proposal must include a completed **Conflict of Interest Questionnaire (Form CIQ)** as required by Texas Local Government Code 176.006. Respondents are advised that any conflict of interest, whether actual or apparent, may result in disqualification from this procurement or termination of any resulting contract.

No employee, officer, or agent of the Agency may participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, is present. Respondents shall not offer, give, or agree to give any Agency employee any benefit in connection with this solicitation.

2.15 Debarment

By submitting a proposal, each Respondent certifies that it is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or Texas state contract. The Respondent further certifies that its principals, officers, and any proposed subcontractors are not currently under such status. The required certification is included as **Exhibit A** to this RFP and must be completed and submitted with the proposal.

2.16 Subcontracting

Respondents must fully disclose all subcontracting arrangements contemplated as part of their proposal, including the identity of all proposed subcontractors, and their roles. The prime contractor shall remain fully responsible for all work performed by subcontractors. Substitution of any major subcontractor after proposal submission requires prior written approval from the Agency.

2.17 Negotiations

Pursuant to Texas Government Code 2269.155, following the evaluation and ranking of all responsive proposals, the Agency shall open negotiations with the highest-ranked Respondent. If the Agency and the highest-ranked Respondent are unable to negotiate a contract that is acceptable and advantageous to the Agency, the Agency shall, formally and in writing, end negotiations with that Respondent and commence negotiations with the next-ranked Respondent. This process shall continue until a contract is executed, or the Agency determines that no acceptable contract can be reached, in which case the Agency may cancel the solicitation.

SECTION 3: SCOPE OF WORK

3.1 Project Overview

This project consists of two (2) primary work elements to be performed within an occupied office building. The Contractor must plan, sequence, and execute all work in a manner that maintains the health, safety, and security of Agency personnel and minimizes disruption to ongoing Agency operations throughout the project duration.

The building will remain occupied and operational during construction. The Contractor shall have no right to impede, interrupt, or otherwise interfere with Agency operations without express prior written approval from the Agency's designated Project Manager. All access; staging, sequencing, and logistical decisions must account for the occupied nature of the facility.

NOTICE TO RESPONDENTS — OCCUPIED FACILITY

This building will remain fully occupied during construction. The Contractor must demonstrate, in the Technical Proposal, specific experience in managing construction activities within occupied state or institutional facilities and must present a detailed phasing and sequencing plan that prioritizes worker and occupant safety and minimizes operational disruption.

the Scope of Work outlined herein is intended to establish minimum requirements and is not exhaustive. The contractor shall perform all work reasonably required to achieve a complete, functional, and code compliant end project. The contractor shall complete the work identified and in accordance with Attachment I – Drawings.

3.2 Work Element I — Interior Selective Demolition and Site Preparation

The Contractor shall perform interior selective demolition of designated non-structural elements within the existing occupied building. The scope of demolition shall be limited strictly to those elements identified in the Construction Documents. The following requirements govern this Work Element:

3.2.1 Scope of Demolition

- ⌘ Demolition of designated non-structural interior walls, ceilings, flooring materials, and associated fixtures as specifically identified and delineated in the Construction Documents
- ⌘ Selective removal of designated mechanical, electrical, and plumbing (MEP) fixtures and equipment within the demolition zone, as shown on the Construction Documents

- ⌘ All demolition shall be performed using methods that prevent damage to adjacent structural elements, active building systems, and occupied spaces

3.2.2 Debris Removal and Disposal

- ⌘ All demolition debris shall be removed from the site and lawfully disposed of at a permitted facility in compliance with applicable Texas Commission on Environmental Quality (TCEQ) regulations and all applicable local ordinances.
- ⌘ No demolition debris shall be stored on Agency property beyond a reasonable daily accumulation period. Debris shall not be allowed to accumulate in common areas, corridors, or occupied zones.
- ⌘ The Contractor shall maintain a disposal manifest or log for all debris removed from the site and provide copies to the Agency upon request.

3.2.3 Hazardous Materials Awareness

- ⌘ Given the age and construction history of the existing building, the Contractor must assume the potential presence of hazardous materials, including but not limited to asbestos-containing materials (ACM), lead-based paint, and other regulated substances
- ⌘ The Agency will provide any available Phase I and/or Phase II Environmental Site Assessment reports and any existing asbestos surveys at the pre-proposal conference
- ⌘ All work involving potential hazardous materials shall be performed in strict compliance with all applicable federal and state regulations, including the National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR Part 61 Subpart M, OSHA 29 CFR 1926.1101, and all applicable TCEQ requirements
- ⌘ If previously unknown hazardous materials are discovered during demolition, the Contractor shall immediately cease work in the affected area, notify the Agency in writing within 24 hours, and await written direction before resuming work. Discovery of previously unknown hazardous materials shall constitute a basis for a negotiated change order.

3.2.4 Protection of Adjacent Occupied Spaces

- ⌘ The Contractor shall install and maintain effective temporary dust barriers (minimum 6-mil polyethylene sheeting or equivalent temporary partition system) at all openings between the demolition zone and occupied spaces

- ⊄ Negative air pressure shall be maintained within the demolition zone using HEPA-filtered air scrubbers or negative air machines, as required by applicable regulations and good construction practice
- ⊄ Noise-generating activities shall be scheduled and performed during approved work hours in a manner that minimizes impact on Agency operations. Work requiring extraordinary noise generation (jackhammering, heavy saw-cutting) shall be pre-approved in writing.
- ⊄ All active electrical, data, telecommunications, mechanical, plumbing, and fire protection systems within and adjacent to the demolition zone shall be identified, protected, and maintained in operation unless specifically authorized for temporary shutdown by the Agency in writing

3.2.5 Utility Disconnections

- ⊄ Utilities serving areas designated for demolition shall be properly disconnected, capped, and terminated at locations and in a manner directed by the Construction Documents and applicable codes
- ⊄ All utility disconnection and capping work shall be performed by licensed tradespeople holding the appropriate Texas state licenses for each respective trade
- ⊄ Any required temporary utility shutdowns affecting occupied portions of the building must be pre-coordinated with the Agency's Project Manager and the building's facility management team with a minimum of 48 hours' advance written notice

3.2.6 Pre-Demolition Documentation

- ⊄ Prior to commencing any demolition activity, the Contractor shall conduct and document a comprehensive photographic survey of all existing conditions within and immediately adjacent to the demolition zone, as well as all adjacent occupied spaces, corridors, and common areas
- ⊄ The photographic survey documentation shall be organized by location, date-stamped, and submitted to the Agency's Project Manager within five (5) business days of Notice to Proceed (NTP)
- ⊄ The photographic documentation shall be used to establish the pre-construction condition baseline and shall serve as the reference for any disputes regarding damage caused during construction

3.2.7 Restoration

- ⌘ All surfaces, finishes, systems, and elements affected by demolition activities but not designated for removal shall be restored to a condition matching or exceeding the pre-demolition condition at no additional cost to the Agency
- ⌘ All patch and repair work shall be performed using materials and methods compatible with the existing construction.

3.2.8 Applicable Standards and Codes

All interior selective demolition work shall comply with, at minimum, the following:

- ⌘ International Building Code (IBC), current Texas-adopted edition
- ⌘ NFPA 101, Life Safety Code, current edition
- ⌘ OSHA 29 CFR Part 1926, Subpart T — Demolition
- ⌘ All applicable TCEQ regulations
- ⌘ All applicable local building and fire codes
- ⌘ Agency-specific facility management requirements as communicated in writing.

3.3 Work Element 2: Office Space Construction

The Contractor shall construct an office space of approximately 3,500 square feet. The space must meet all applicable structural, fire, acoustic, accessibility, and life-safety requirements.

3.3.1 Structural Coordination

- ⌘ The Contractor shall engage with a licensed Texas Professional Engineer (PE) to design and stamp any structural connection details for the office space.
- ⌘ The Contractor shall coordinate with the Agency's facility management team to obtain any available structural drawings of the existing building outside of the provided design package by the Agency's contracted AE firm.
- ⌘ Provide structural analysis for any scaffolding or equipment loading required for the demolition of the upper ceiling where noted on the drawings.

3.3.2 Electrical Rough-In and Coordination

- ⌘ The Contractor shall identify, in coordination with the Agency, all existing electrical outlets, data drops, light switches, and other electrical devices that are located within the office space footprint or that will be adversely affected by the construction of the office space.

- ⌘ All such conflicting devices shall be relocated as part of this scope. All electrical work shall be performed by a licensed Texas Journeyman or Master Electrician in compliance with the National Electrical Code (NEC), current Texas-adopted edition, and all applicable local codes.
- ⌘ All electrical work shall be inspected and approved by the Authority Having Jurisdiction (AHJ) prior to final acceptance.

3.3.3 Ceiling Patching and Infill

- ⌘ If required, new ceiling grid members and tiles shall match the existing system in size, profile, and appearance. If matching tiles are unavailable, the Contractor shall provide a complete replacement tile schedule for the affected areas, subject to Agency approval.

3.3.4 Painting

- ⌘ Painting shall be limited to spot work on surfaces disturbed, patched, or repaired as a result of work under this scope as noted on construction drawings. Full-area painting is not required.
- ⌘ All paint products shall have low or zero VOC content in compliance with applicable TCEQ and EPA regulations
- ⌘ Contractor shall match the existing paint color, sheen, and texture to the highest extent possible.

3.3.5 Applicable Codes and Permits

- ⌘ All construction shall comply with the IBC (current Texas-adopted edition), NFPA 101, ADA Standards for Accessible Design, the NEC (current Texas-adopted edition), and all applicable TDLR accessibility requirements
- ⌘ The Contractor shall be responsible for obtaining all required city of El Paso building permits and coordinating all required inspections. All permit fees are included in the Contractor's price proposal
- ⌘ The Contractor shall provide the Agency with copies of all permit applications, issued permits, inspection reports, and Certificates of Occupancy or Completion.

3.3.6 Building Systems Coordination

- ⌘ The Contractor shall coordinate all work under this Work Element with the building Owner and the Agency's facility management team

- € A minimum of 48 hours' advance written notice shall be provided before any activity that may affect building systems, including but not limited to electrical power, HVAC, fire alarm, sprinkler, and communications systems
- € The Contractor shall ensure that HVAC systems serving the affected area are re-balanced and properly functional

3.4 General Requirements Applicable to All Work Elements

3.4.1 Project Management

The Contractor shall designate a full-time, on-site Superintendent for the duration of the project. The Superintendent shall be present at the project site during all active construction activities and shall serve as the Contractor's primary day-to-day point of contact. The Superintendent shall not be removed or replaced without prior written Agency approval.

3.4.2 Safety Plan

The Contractor shall prepare and submit a site-specific, written Safety Plan within ten (10) calendar days of NTP. The Safety Plan shall address all Work Elements and shall include, at minimum: fall protection, demolition safety, excavation safety, confined space procedures (if applicable), emergency response procedures, and a site-specific hazard communication program. The Safety Plan shall comply with all applicable OSHA standards.

3.4.3 Permits and Fees

The Contractor is responsible for obtaining and paying for all permits, licenses, and fees required for the performance of the work, unless otherwise specifically noted in the Contract Documents. This includes but is not limited to building permits, electrical permits, TDLR permits, TCEQ permits (NOI), and right-of-way permits (if required).

3.4.4 Coordination

The Contractor shall coordinate all work with the Agency's designated Project Manager and with any other contractors, subcontractors, or vendors operating on the project site. The Contractor shall attend all progress meetings as required by the Agency, which shall be held no less frequently than bi-weekly.

3.4.5 Site Cleanliness

The Contractor shall maintain clean, orderly, and safe work areas always. The Contractor shall clean work areas daily, removing all debris, materials, and equipment from common areas, corridors,

restrooms, and occupied spaces. Dumpsters or debris containers shall be located as approved by the Agency and emptied on a regular schedule.

3.4.6 Work Hours

Standard work hours are Monday through Friday, 7:00 AM – 6:00 PM Mountain Time. Work performed outside standard hours, including after-hours, weekends, or holidays, requires prior written approval from the Agency's Project Manager. The Contractor shall not receive additional compensation for schedule extensions or delays resulting from the Contractor's own scheduling decisions or resource management.

3.4.7 Submittals

The Contractor shall prepare and submit all product data, shop drawings, samples, and other submittals as required by the Contract Documents in accordance with the approved Submittal Schedule. No work shall commence until required submittals have been reviewed and approved by the Agency's Project Manager. The submittal review period is ten (10) business days unless otherwise specified.

3.4.8 Request for Information (RFI) Process

All requests for interpretation or clarification of the Contract Documents shall be submitted in writing using the Agency's designated RFI form. RFIs shall be submitted to the Agency's Project Manager only. The Agency's target response time for RFIs is five (5) business days from receipt of a complete and clearly stated RFI.

3.4.9 Project Close-Out

Prior to Final Completion and release of retainage, the Contractor shall provide the following close-out documentation at a minimum:

- ⌘ As-built drawings (electronic format: AutoCAD DWG and PDF) for all three Work Elements
- ⌘ Conditional and unconditional lien waivers from all subcontractors and suppliers
- ⌘ All permits, inspection approvals, and Certificates of Occupancy or Completion

SECTION 4: DELIVERABLES AND SCHEDULE

4.1 Key Deliverables Table

The following table identifies the minimum required deliverables under this contract and their associated due dates. Additional deliverables may be required by the Contract Documents and specifications.

Deliverable	Description	Due Date
Notice to Proceed (NTP)	Issued in writing by the Agency following contract execution and receipt of required bonds and insurance certificates	Upon Contract Execution
Mobilization Plan	Contractor's written mobilization, phasing, and project execution plan identifying sequencing of both (2) Work Elements and temporary facility requirements	5 business days after NTP
Pre-Demolition Photographic Survey	comprehensive photographic documentation of all existing conditions within and adjacent to the demolition zone and occupied areas; organized by location and date-stamped	5 business days after NTP
Safety Plan	Site-specific, written safety plan addressing all three Work Elements; compliant with OSHA requirements	10 calendar days after NTP
Submittal Schedule	Complete list of all required submittals (product data, shop drawings, samples) with projected submission and approval dates	10 business days after NTP
Structural PE Stamped Drawings (Work Element 2)	Licensed Texas PE–stamped structural design document for the office space	Prior to structural work of office space
Substantial Completion	All work essentially complete and ready for Agency occupancy and beneficial use; punch list issued	Date TBD per negotiated schedule
Punch List Completion / Final Completion	All punch list items resolved; all closeout documents, as-builts, O&M manuals, warranties, and lien waivers submitted and accepted	30 calendar days after Substantial Completion
As-Built Drawings	Final record drawings for all three Work Elements	At Final Completion
Lien Waivers	Conditional lien waivers with each monthly pay application; unconditional lien waivers from all subcontractors and suppliers at Final Completion	With each pay application; unconditional at Final Completion

4.2 Proposed Schedule

As part of the Technical Proposal (Tab C), each Respondent must submit a preliminary Critical Path Method (CPM) schedule for the entire project. The CPM schedule shall comply with the following minimum requirements:

- € Identify the two (2) Work Elements as separate, clearly delineated phases

- ⊄ Identify all key milestones and deliverables listed in Section 4.1
- ⊄ Identify all task dependencies and any constraints on sequencing
- ⊄ Identify and clearly denote the critical path
- ⊄ Include proposed start and finish dates for each major activity
- ⊄ A Gantt chart format is acceptable at the proposal stage. The Contractor shall provide a full CPM schedule in within 15 business days of NTP
- ⊄ The schedule shall reflect the Contractor's commitment to completing the project within the negotiated contract milestone dates and shall account for the occupied-facility constraints described in Section 3

The Agency will evaluate the proposed schedule as part of the technical evaluation (see Section 6.2 — Criterion 3). Unrealistically aggressive or insufficiently detailed schedules will receive lower scores.

4.3 Liquidated Damages (LD)

The parties acknowledge that a delay in achieving Substantial Completion will cause harm and damage to the Agency that is difficult to precisely quantify. Therefore, the Contractor agrees to pay, or the Agency may deduct from amounts owed, liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day for each calendar day beyond the contract Substantial Completion milestone date that Substantial Completion has not been achieved, for causes attributable to the Contractor.

The liquidated damages provision represents a reasonable pre-estimate of the Agency's damages for delay and is not intended as a penalty. The Agency's right to collect liquidated damages shall not preclude the Agency from pursuing other remedies available under the contract or applicable law for breaches other than delay.

The Agency will not assess liquidated damages for days of delay that are directly caused by Agency-directed changes, Agency-caused delays, force majeure events, or other causes beyond the reasonable control of the Contractor, provided the Contractor has timely notified the Agency in writing and has complied with the contract's notice requirements for delay claims.

SECTION 5: PROPOSAL FORMAT AND CONTENT REQUIREMENTS

All proposals must be organized in clearly labeled tabbed sections as specified below. Each tab shall be clearly identified with a divider tab or bold section label. Proposals that do not conform to this organization may be deemed non-responsive. The Agency is not responsible for evaluating information that is placed in an incorrect tab or that is not clearly identified.

CRITICAL REQUIREMENT — SEPARATELY SEALED COST PROPOSAL

Tab D: Cost Proposal must be submitted separately within the proposal package and be clearly labeled "PRICE PROPOSAL". Price Proposals will not be available to the evaluation committee until after the technical evaluation is complete, and offerors are ranked.

5.1 Tab A — Cover Letter and Executive Summary

Tab A shall contain the following:

- ✧ Formal cover letter on company letterhead, signed by an authorized representative with authority to bind the firm to a contract
- ✧ Company legal name, principal business address, telephone number, email address, SAM.gov UEI (Unique Entity Identifier) / DUNS number (if applicable), and Texas Comptroller-assigned Vendor ID number
- ✧ Acknowledgment of all addenda issued in connection with this solicitation, listed by addendum number and date
- ✧ Executive Summary (maximum two (2) pages) providing a high-level overview of the Respondent's qualifications, proposed approach, and understanding of the project
- ✧ An explicit written statement of the Respondent's willingness and ability to comply with all terms, conditions, and requirements of this RFP and any resulting contract
- ✧ Original wet signature of the authorized signatory

5.2 Tab B: Relevant Qualifications and Experience

Tab B shall contain the following:

- ✧ **Company History:** Brief narrative of company history, years in business, primary business focus, and any applicable Texas contractor's license numbers

- € **Organizational Chart:** Current organizational chart identifying key personnel to be assigned to this project, including Project Manager, Superintendent, and major subcontractor representatives
- € **Project References:** A minimum of five (5) references for comparable construction projects completed within the State of Texas within the past seven (7) years. Each reference shall include:
 - Project name and location
 - Owner entity name and type (public agency, institution, state/local government)
 - Final contract value
 - Completed date and contract duration
 - Brief description of scope (especially any selective demolition, occupied-facility construction, or interior partition work)
 - Owner's contact name, title, telephone, and email address
- € **Key Personnel Résumés:** Résumés for the proposed Project Manager, Superintendent, and any other key personnel critical to project success. Résumés shall highlight directly relevant experience
- € **Bonding Capacity:** Current letter from a licensed Texas surety company (listed on U.S. Treasury Circular 570) confirming the Respondent's single-project bonding capacity of not less than the total price of the contract and aggregate bonding capacity (both performance and payment bonds combined) is not less than double (2x) the price of the contract.
- € **Certificate of Insurance:** Current certificate of insurance evidencing the coverage types and limits required by Section 7.5 of this RFP
- € **Litigation Disclosure:** A complete list and description of any litigation, arbitration, mediation, or formal claims in which the Respondent has been a party within the past five (5) years, including the nature of the dispute, the parties involved, the outcome, and any monetary amounts involved. If no such matters exist, a statement to that effect must be included.
- € **Project Experience:** Provide a minimum of two (2) projects involving the construction and demolition of an interior space. The projects should be similar in scope than the solicited project. Each project entry shall include the following information:

- Project name, location, and year of completion
- Scope description and total square footage of the project
- Owner contract value (total construction contract value)

⌘ **Regional Experience and Construction Conditions Knowledge**

- Demonstrate familiarity with construction conditions at the project location, including prior construction project experience in the region. Address, at a minimum:
- Regional climate-specific construction challenges
- Familiarity with El Paso County building codes and permitting processes
- Existing subcontractor and supplier relationships in the El Paso area

⌘ **Local Project Office and On-Site Preference**

- The project office is within 30 miles of the construction site
- PM/Superintendent 2-hour response radius to address owner concerns and issues
- 24-hour mobilization Service Level Agreement (SLA)

⌘ **Subcontractor and Supplier List**

Provide a list of proposed subcontractors and suppliers expected to perform work under this contract. This contract's local participation target is 60%. For each firm listed, include the following information at a minimum:

- Legal company name and Federal Tax Identification Number (FEIN/EIN)
- Physical business address (identify whether the firm maintains a permanent office in El Paso, TX)
- Scope of work or trade to be assigned
- Prior collaboration history

5.3 Tab C: Technical Approach and Methodology

Tab C shall contain the following:

- ⌘ **Technical Narrative:** A detailed written narrative describing the Respondent's specific approach to each of the two (2) Work Elements described in Section 3. The narrative shall

demonstrate a thorough understanding of the project requirements, site conditions, and challenges inherent in occupied-facility construction

- ⌘ **Phasing and Sequencing Plan:** A written and/or graphic description of how the Respondent intends to phase and sequence the two (2) Work Elements to minimize disruption to Agency operations, protect occupied spaces, and achieve the project schedule
- ⌘ **Preliminary CPM Schedule:** As described in Section 4.2. Gantt chart format is acceptable
- ⌘ **Safety Plan Outline and Safety Record:** A summary of the Respondent's safety program, including the most recent three (3) years of Experience Modification Rate (EMR) data. The EMR for any individual year shall not exceed 1.0; proposals from firms with an EMR exceeding 1.0 in any of the past three years may be subject to additional scrutiny and reduced scoring
- ⌘ **Quality Control Plan Outline:** A summary of the Respondent's quality control program, including inspection procedures, non-conformance reporting, and deficiency resolution
- ⌘ **Subcontractor List:** A complete list of all proposed major subcontractors (any subcontract valued at \$50,000 or more), including the trade, and legal name of the firm

5.4 Tab D: Price Proposal

The Price Proposal must be submitted separately from All other Tabs. The price proposal will be a single PDF labeled Tab D Price Proposal. The Price Proposal shall contain the following:

Cost Item	Proposed Lump Sum Amount
Work Element 1: Interior Selective Demolition and Site Preparation	\$ _____
Work Element 2: Office Space Construction	\$ _____
TOTAL BASE PROPOSAL (Total)	\$ _____

In addition to the lump sum pricing above, the Price Proposal shall also include:

- ⌘ **Schedule of Values:** A detailed itemized Schedule of Values (SOV) breaking down each Work Element into line-item components (labor, materials, subcontracts, overhead, profit, etc.) supporting the lump sum amounts above. The SOV will be used as the basis for monthly progress payment applications

- € **Unit Cost Schedule:** A comprehensive unit cost schedule for potential change order work, covering the most commonly anticipated labor and material categories. Unit costs shall include all labor, material, equipment, overhead, and profit

The lump sum pricing shall include all labor, materials, equipment, overhead, profit, permits, bonds, insurance, taxes, and any other cost required to complete the work in full accordance with the Contract Documents. No additional compensation will be paid for items not expressly included in the lump sum, except as authorized by a fully executed written Change Order.

5.5 Tab E: Required Forms and Certifications

Tab E shall contain all required certifications and completed forms, including:

- € Completed and signed **Conflict of Interest Questionnaire (Form CIQ)** per Texas Local Government Code 176.006 (available from the Texas Ethics Commission at ethics.state.tx.us)
- € Signed **Vendor Certification — Debarment** (Exhibit A)
- € Signed **Non-Collusion Affidavit** (Exhibit B) notarized
- € Signed **Drug-Free Workplace Certification** (Exhibit C)
- € Confirmation of **Texas Comptroller Vendor Registration** (Vendor ID number must be provided in Tab A)
- € **Contractor's Affidavit** certifying no undisclosed conflicts of interest
- € Note: **Disclosure of Interested Parties (Form I295)** per Texas Government Code 2252.908 is not required at the proposal stage but must be filed with the Texas Ethics Commission and provided to the Agency prior to contract execution.
- € **SB 252** Prohibition on Contracts with Terrorist Organizations
<https://resources.finalsite.net/images/v1684851559/pngisdorg/kcjftd9xnrzzmken3xf/SB.pdf>
- € **HB 89** Prohibition on Contracts that Companies boycotting Israel <https://www.gbra.org/wp-content/uploads/2021/04/House-Bill-89-Verification-Form.pdf>
- € **SB 13** Verification on contract that companies do not/will not boycott energy companies during the performance of the contract
<https://www.mansfieldtexas.gov/DocumentCenter/View/10317/Senate-Bill--13-Verification-Form>

SECTION 6: EVALUATION CRITERIA AND AWARD

6.1 Evaluation Process

The Agency shall form an **Evaluation Committee** comprised of Agency personnel with relevant technical and procurement expertise. The Evaluation Committee will evaluate all responsive proposals in accordance with the criteria and weights established in this Section. The evaluation shall proceed in the following sequence:

1. **Responsiveness Review:** The Agency's procurement staff will first review all submitted proposals for responsiveness to the mandatory requirements of this RFP (mandatory attendance, required forms, proper submission format, etc.). Proposals that fail to meet mandatory requirements will be deemed non-responsive and will not be further evaluated
2. **Technical Evaluation:** The Evaluation Committee will evaluate and score the Technical Proposals (Tabs A through C and Tab E) based on the weighted criteria described in Section 6.2. Price Proposals (Tab D) will not be opened or reviewed during this phase.
3. **Price Evaluation:** Upon completion of technical scoring, all Cost Proposals will be opened simultaneously. Cost Proposals will be scored and added to each Respondent's technical score. Price will be evaluated using the following method.
 - Identify the lowest responsive price
 - Divide that number by each proposer's price
 - Multiply the result by the weighted value (the weighted value used in the chart below is for example purposes only and does not represent the actual weighted value)

Proposer	Price	Calculation	Score
A (low)	100	$100/100 \times 15$	15
B	100	$100/110 \times 15$	13.64
C	100	$100/120 \times 15$	12.5

4. **Ranking:** Respondents will be ranked in descending order by total combined score. The highest-ranked Respondent will be identified as the "Best Value" offeror.

5. **Negotiations:** The Agency will negotiate with the highest-ranked Respondent as described in Section 6.7.

6.2 Evaluation Criteria and Weights

All proposals will be evaluated and scored based on the following criteria and maximum point values:

No.	Criterion	Description and Scoring Basis	Maximum Points
1	Relevant Experience & Qualifications	Demonstrated experience on comparable public-sector selective demolition, occupied-facility construction, site preparation, and interior partition construction projects in Texas within the past 7 years; quality and relevance of references; qualifications and experience of proposed Project Manager and Superintendent; bonding capacity; financial stability; litigation history	40
2	Technical Approach & Methodology	Quality, specificity, and completeness of the technical narrative for all three Work Elements; demonstrated understanding of occupied-facility construction challenges; phasing and sequencing logic; quality control plan; subcontractor qualifications; EMR safety record (EMR above 1.0 will reduce score)	25
3	Project Schedule	Realism and appropriateness of the proposed overall project duration; aggressiveness of schedule while maintaining occupant safety; critical path logic and clarity; identification of all three Work Elements as distinct phases; approach to minimizing operational disruption; quality and detail of the CPM schedule	20
4	Price Proposal	Total proposed lump sum price evaluated for competitiveness, reasonableness, and consistency with market conditions; unit costs reviewed for balance and reasonableness; Schedule of Values reviewed for proper cost loading; highest-scoring proposals are those offering the best combination of cost competitiveness and value. Scoring: lowest responsive cost = full 20 points; other scores calculated proportionally	15
TOTAL MAXIMUM POINTS	100		

6.3 Reference Checks

The Agency reserves the right to contact any or all references provided by Respondents in Tab B of their proposals. Reference checks may be conducted by telephone, written survey, or in person.

Negative reference results, including reports of incomplete work, poor performance, significant change order disputes, or safety incidents may be reflected as a reduction in the Respondent's score under

Criterion I. The Agency may also contact references not listed by the Respondent if the Agency becomes aware of other relevant project work.

6.4 Clarifications

The Agency reserves the right to request written clarifications from any Respondent regarding any aspect of the submitted proposal. Clarification requests and responses shall be in writing. Clarifications may not be used to allow a Respondent to materially alter, supplement, or add to its proposal. The Agency is not obligated to request clarifications from any or all Respondents.

6.5 Interviews / Oral Presentations

The Agency reserves the right, but not the obligation, to invite the top-ranked Respondents (typically the top three (3) by combined technical score) to participate in oral presentations and/or interviews at the Agency's facility or via video conference. Oral presentations would afford Respondents the opportunity to clarify their proposals and provide the Evaluation Committee with additional insight into the Respondent's approach and capabilities. Oral presentations, if conducted, will be at no cost to the Agency and will be included in the evaluation scoring as an adjustment to the applicable scoring criteria. Respondents will be provided adequate advance notice of the interview date, time, and format.

6.6 Best Value Determination

Consistent with Texas Government Code 2269.056, the Agency shall make the award determination based upon the "Best Value" to the State of Texas, considering all weighted evaluation criteria set forth in Section 6.2. Best Value means the value derived from considering the weighted balance of cost, quality, experience, technical approach, and schedule; not the lowest cost alone. The Agency's determination of Best Value is final and shall not be subject to challenge solely on the basis that a lower-priced proposal was not selected.

6.7 Negotiations

Following ranking of all responsive proposals, the Agency shall proceed as follows in accordance with Texas Government Code 2269.155:

6. The Agency shall notify all Respondents of their ranking in writing
7. The Agency shall commence negotiations exclusively with the highest-ranked Respondent.
Negotiations may address contract terms, scope clarifications, schedule, and cost, but shall not fundamentally alter the scope of work or evaluation criteria

8. If the Agency and the highest-ranked Respondent are unable to execute a contract within a reasonable time, the Agency shall formally and in writing terminate negotiations with that Respondent and open negotiations with the second-ranked Respondent
9. This process shall continue in ranking order until a contract is executed, or the Agency determines that no acceptable contract can be reached, at which point the Agency may cancel the solicitation and, if appropriate, re-solicit

6.8 Protest Procedures

Any Respondent who believes that applicable procurement laws, rules, or procedures have been violated in connection with this solicitation may file a formal written protest. Protests must be filed in writing with the Agency's Procurement Director within **ten (10) business days** of the date the protesting party knew or should have known of the grounds for the protest, consistent with Texas Government Code 2155.076. The protest must clearly identify the specific action or inaction being protested, the applicable law or rule allegedly violated, and the relief requested. Untimely protests will not be considered. The filing of a protest does not automatically stay the procurement process.

SECTION 7: CONTRACT TERMS AND CONDITIONS

7.1 Contract Type

The contract resulting from this solicitation shall be a lump sum construction contract. The Contractor shall complete all work described in the Scope of Work (Section 3) and the Contract Documents for the negotiated lump sum contract amount. The lump sum contract price is firm and includes all costs of labor, materials, equipment, overhead, profit, bonds, insurance, permits, fees, taxes, and any other cost required for the complete performance of the work.

7.2 Contract Documents

The Contract Documents shall consist of the following, in order of precedence in the event of conflict:

1. Executed Contract Agreement
2. General Conditions (AIA Document A201-2017, General Conditions of the Contract for Construction, or the Agency's standard general conditions, as designated by the Agency at the time of contract execution)

3. Construction Drawings and Specifications (as issued and modified by addendum)
4. All fully executed Change Orders
5. This Request for Proposals, including all addenda
6. The awarded Respondent's proposal (as accepted and/or modified during negotiations)

7.3 Standard Terms

This contract shall be subject to all applicable Texas law, including but not limited to the following:

- ⌘ Texas Government Code Chapter 2269 (Construction Procurement)
- ⌘ Texas Government Code Chapter 2155 (Procurement and Contract Management)
- ⌘ Texas Government Code Chapter 2252 (Interested Parties Disclosure)
- ⌘ Texas Government Code Chapter 2261 (Ethics in State Contracting)
- ⌘ Texas General Appropriations Act, current biennium
- ⌘ Texas Public Information Act (Texas Government Code Chapter 552)
- ⌘ Texas Workers' Compensation Act (Texas Labor Code, Title 5)
- ⌘ Texas Right to Work law (Texas Labor Code 101.052)
- ⌘ All applicable federal laws, regulations, and executive orders

7.4 Performance and Payment Bonds

Pursuant to Texas Government Code 2253.021, upon execution of the contract, the Contractor shall provide and maintain the following statutory payment and performance bonds:

- ⌘ **Performance Bond:** 100% of the total contract value, conditioned upon the faithful performance of all terms and conditions of the contract
- ⌘ **Payment Bond:** 100% of the total contract value, conditioned upon the prompt and full payment of all labor, subcontractors, and material suppliers furnishing work on this project
- ⌘ Both bonds shall be executed on Agency-approved bond forms and shall be provided by a corporate surety company licensed to do business in the State of Texas and listed on the U.S. Department of the Treasury's Circular 570 (Listing of Approved Sureties)
- ⌘ No Notice to Proceed will be issued until the Agency has received, reviewed, and accepted both bonds and all required insurance certificates

7.5 Insurance Requirements

The Contractor shall procure and maintain, at its own expense and at no cost to the Agency, the following minimum insurance coverage throughout the term of the contract:

Coverage Type	Minimum Required Limit
Commercial General Liability (occurrence form)	\$1,000,000 per occurrence / \$2,000,000 aggregate Including products/completed operations, personal and advertising injury, and contractual liability
Automobile Liability	\$1,000,000 combined single limit per occurrence Covering all owned, non-owned, and hired vehicles. Pollution/transit coverage applies and an MCS-90 endorsement is in place for transport of regulated materials
Workers' Compensation	The contractor MUST be a Workers Compensation subscriber carrying statutory coverage
Employer's Liability	\$1,000,000 per occurrence / \$1,000,000 disease each employee / \$1,000,000 disease policy limit
Umbrella / Excess Liability	\$5,000,000 per occurrence / \$5,000,000 aggregate (in excess of CGL, Auto, and Employer's Liability)
Builder's Risk	100% of the completed contract value on an all-risk, replacement cost basis; covering materials on-site and in transit
Contractors Pollution Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate
Completed Operations	Contractor will maintain products/completed operations coverage for a minimum period of 2 years

All subcontractors MUST carry equivalent limits and coverages. It is the Primes responsibility to verify limits and coverage with their sub-contractors.

7.6 Payment Terms

Payments to the Contractor based on the approved Schedule of Values submitted with the Price Proposal and reviewed at the time of contract execution. The following payment terms apply:

- € Retainage: The Agency will withhold a retainer from each approved progress payment until Substantial Completion, consistent with Texas Government Code 2252 and the Texas Prompt Payment Act. The amount of retainer will be aligned with the maximum retainage allowed per the table below.

Contract Value	Maximum Retainage Allowed
Under \$5M	Up to 10%
\$5M or more	Up to 5%

Retainage Release: Retainage will be released upon Substantial Completion, subject to any deductions for unresolved punch list items or outstanding claims

€ **Approval Timeline:** The Agency will review and process pay applications within the timeframe required by the Texas Prompt Payment Act (Texas Government Code Chapter 2251).

7.7 Change Orders

No work outside the contracted scope of work shall be performed, and no additional compensation shall be paid, without a **fully executed written Change Order** signed by both the Contractor and the Agency's authorized representative. Verbal authorizations do not constitute authorization for changed work. The Contractor expressly waives any claim for compensation for work performed outside the contracted scope without a signed Change Order. Unit prices established in the Cost Proposal shall be used to price change order work within their defined scope. The Agency reserves the right to require a competitive price comparison for significant change orders.

7.8 Warranty

The Contractor warrants and guarantees all materials, equipment, and workmanship furnished and performed under this contract against defects in materials and workmanship for a period of not less than **one (1) year from the date of Substantial Completion**. Extended manufacturer warranties required for specific equipment or systems shall be passed through to the Agency. The Contractor shall promptly repair or replace any defective work or materials during the warranty period at no cost to the Agency. The warranty period shall be tolled for any period during which a known defect has been reported but not resolved.

7.9 Dispute Resolution

In the event of a dispute arising out of or relating to this contract, the parties shall proceed as follows:

1. The Contractor shall first submit any claim, dispute, or controversy arising out of or relating to the Contract, the Work, or the Project to the Agency's designated Construction Management Agent, in writing. The Contractor shall continue to diligently perform the Work pending resolution of any dispute, and the Agency shall continue to make undisputed payments.
2. As a condition precedent to arbitration or litigation, the parties shall first attempt in good faith to resolve the dispute by mediation in El Paso County, Texas. Mediation shall be administered by a mediator agreed upon by the parties. If the parties cannot agree on a mediator within ten (10) business days after a written mediation demand, either party may request appointment of a mediator by a court of competent jurisdiction in El Paso County, Texas.
3. Any dispute not resolved by mediation shall be resolved by binding arbitration in El Paso County, Texas before one neutral arbitrator agreed upon by the parties. If the parties cannot agree on an

arbitrator within ten (10) business days after written demand for arbitration, the arbitrator shall be appointed by a court of competent jurisdiction in El Paso County, Texas. The arbitrator shall decide all issues of arbitrability, including the existence, scope, validity, and enforceability of this arbitration agreement.

4. The arbitrator may consolidate or join in the arbitration any person or entity whose participation is necessary or appropriate for complete resolution of the dispute, including contractors, subcontractors, design professionals, consultants, suppliers, sureties, or other project participants involved in related construction or project disputes, to the fullest extent permitted by applicable law and applicable agreements.
5. The parties shall initially share the arbitrator's fees and administrative costs equally, subject to final reallocation by the arbitrator. The prevailing party shall be entitled to recover its reasonable attorneys' fees, expert fees, costs, expenses, and arbitrator and administrative fees, to the extent permitted by applicable law.
6. Nothing in this Section 7.9, the Contract, or the parties' agreement to mediate, arbitrate, or waive trial by jury shall be construed as a waiver of any governmental, sovereign, official, statutory, or other immunity, defense, limitation of liability, limitation on damages, jurisdictional requirement, or procedural protection available to the Agency under applicable law. The Agency expressly reserves all such immunities, defenses, limitations, requirements, and protections, except only to the extent they are expressly waived by written agreement or by applicable law.
7. Subject to the foregoing reservation of immunities and defenses, judgment on the arbitration award may be entered in any court of competent jurisdiction. **If, for any reason, a court refuses to compel arbitration or determines that any dispute is not subject to arbitration, the parties knowingly and voluntarily waive trial by jury and agree that such dispute shall be tried to the court, without a jury, exclusively in a state or federal court of competent jurisdiction located in El Paso County, Texas.**

7.10 Governing Law

This contract is governed by, and shall be construed in accordance with, the laws of the State of Texas, without regard to conflicts of law principles. The Contractor agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in the performance of the contract.

7.11 Termination for Convenience

The Agency may terminate this contract, in whole or in part, for its own convenience at any time upon fourteen (14) calendar days' written notice to the Contractor. Upon termination for convenience, the Contractor shall immediately cease work as directed and shall take all reasonable steps to minimize termination costs. The Contractor shall be entitled to payment for all work satisfactorily performed and accepted prior to the effective date of termination, plus reasonable and documented termination costs, but shall not be entitled to lost profits on unperformed work or any other consequential damages.

7.12 Termination for Default

The Agency may terminate this contract for default if the Contractor fails to perform or observe any material term or condition of the contract, including but not limited to failure to perform the work within the time specified, failure to comply with safety requirements, or abandonment of the project.

The Agency shall provide the Contractor with seven (7) calendar days' written notice and an opportunity to cure the default. If the default is not cured within the notice period, the Agency may terminate the contract and procure the remaining work from another contractor, and the Contractor shall be liable for all additional costs incurred by the Agency.

7.13 Anti-Kickback

By executing this contract, the Contractor certifies that it has not offered, given, or agreed to give, and will not offer, give, or agree to give any officer, employee, or agent of the Agency any gift, gratuity, or benefit in connection with the award, execution, or performance of this contract, in violation of Texas Penal Code 36.02 (Bribery) or any other applicable Texas law. Violation of this provision shall constitute grounds for immediate contract termination and referral for criminal prosecution.

7.14 Disclosure of Interested Parties (Form I295)

Pursuant to Texas Government Code 2252.908, the Contractor must complete and file a Certificate of Interested Parties (Form I295) with the Texas Ethics Commission (TEC) before the Agency may execute this contract. The Contractor shall electronically complete Form I295 using the TEC's online filing application <https://www.ethics.state.tx.us/filinginfo/I295/> print and sign the completed form and submit it to the Agency. The Agency shall acknowledge receipt of Form I295 with the TEC before executing the contract. A contract executed without a properly filed Form I295 is voidable.

SECTION 8 — REQUIRED FORMS AND ATTACHMENTS

The following forms and attachments are required as part of this solicitation. All Respondents must submit all forms marked "Yes" in the "Required With Proposal" column. Failure to include required forms may render the proposal non-responsive.

Form / Document	Description	Required With Proposal?	Source / Location
Form CIQ — Conflict of Interest Questionnaire	Disclosure of conflicts of interest per Texas Local Government Code 176.006 and Texas Ethics Commission requirements	YES	Texas Ethics Commission: ethics.state.tx.us

Form / Document	Description	Required With Proposal?	Source / Location
Form 1295 Certificate of Interested Parties	Disclosure of interested parties per Texas Government Code 2252.908; must be filed electronically with TEC before contract execution	Prior to Contract Execution (Not at proposal stage)	Texas Ethics Commission online filing: ethics.state.tx.us
Vendor Certification Debarment	Certification that the firm and its principals are not debarred, suspended, or ineligible for state contracts	YES	Exhibit A to this RFP
Non-Collusion Affidavit	Sworn affidavit certifying that the proposal was prepared independently and without collusion, bid-rigging, or anti-competitive practices; must be notarized	YES	Exhibit B to this RFP
Drug-Free Workplace Certification	Certification of drug-free workplace policy per Texas Government Code 2155.006	YES	Exhibit C to this RFP
Contractor Bonding Capacity Letter	Letter from a licensed Texas surety (U.S. Treasury Circular 570) confirming single-project and aggregate bonding capacity	YES	Respondent's surety company
Certificate of Insurance	Certificate evidencing all coverages and minimum limits required by Section 7.5, with the State of Texas and [Agency Name] named as Additional Insured	YES	Respondent's insurance carrier(s)
Texas Comptroller Vendor ID	Confirmation of current registration in the Texas Comptroller's vendor system; Vendor ID number must be included in Tab A	YES	comptroller.texas.gov/purchasing/
Reference List	Minimum five (5) comparable Texas public-sector construction project references with all required contact information, per Section 5.2	YES	Respondent-prepared (include in Tab B)
Certification Regarding Lobbying	Certification that no federal or state lobbying funds have been used in connection with this contract, if applicable	YES (if applicable)	Respondent-prepared (include in Tab E)
Contractor's Affidavit No Undisclosed Conflicts	Affidavit certifying that the Respondent has no undisclosed conflicts of interest with any Agency personnel, board member, or officer	YES	Respondent-prepared (include in Tab E)

EXHIBIT A

VENDOR CERTIFICATION DEBARMENT

Borderplex Alliance Foundation Construction RFP [SOLICITATION NO]

The undersigned authorized representative of the firm identified below hereby certifies, represents, and warrants to [AGENCY NAME] (the "Agency"), State of Texas, as follows:

1. The firm, its officers, directors, principals, and any proposed subcontractors are **not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded** from participation in any contract by any federal agency, the State of Texas, or any political subdivision of the State of Texas.
2. Neither the firm nor any of its principals has, within the past three (3) years, been convicted of or had a civil judgment rendered against them for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or any other offense that would indicate a lack of business integrity or business honesty.
3. The firm has not been found to have violated the terms of a government contract and been so declared under applicable law.
4. The firm will immediately notify the Agency in writing if it becomes aware of any change in circumstances that would render this certification false or inaccurate during the pendency of this solicitation or the performance of any resulting contract.
5. This certification is made under penalty of perjury under the laws of the State of Texas. The undersigned understands that a false certification may result in disqualification from this and future state procurements and may subject the firm to civil and/or criminal penalties under applicable Texas and federal law.

I, the undersigned, am authorized to make this certification on behalf of the firm named below and affirm that the statements made herein are true, correct, and complete to the best of my knowledge and belief.

Legal Name of Firm: Business Address: City, State, ZIP:
Texas Comptroller Vendor ID:

Signature of Authorized Representative: Printed
Name: Title: Date:

EXHIBIT B

NON-COLLUSION AFFIDAVIT

Borderplex Alliance Foundation Construction RFP [SOLICITATION NO]

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned Notary Public, personally appeared the person named below, who, being duly sworn upon oath, deposes and states as follows:

1. I am the _____ (Title) of
_____ (Firm Name), which is the Respondent submitting the proposal for the above-referenced solicitation issued by [AGENCY NAME];
2. I am duly authorized by the Respondent firm to execute this affidavit on its behalf.
3. The proposal submitted by the Respondent in response to the above-referenced solicitation was **prepared independently and without collusion, agreement, understanding, or arrangement** with any other person, firm, or corporation for the purpose of restricting competition in connection with the submission of proposals to [AGENCY NAME].
4. The prices and terms proposed in the Respondent's proposal have not been and will not be disclosed to any other Respondent, and the Respondent has not submitted substantially the same proposal to any other solicitation for this work.
5. No person, firm, or corporation has paid or given, or agreed to pay or give, any money, rebate, gift, commission, or other consideration as an inducement for the submission of this proposal.
6. No officer, employee, or agent of [AGENCY NAME] or of the State of Texas has participated in the preparation of this proposal in any manner that constitutes a conflict of interest or violation of applicable law.
7. The Respondent has not violated any federal or Texas antitrust statutes, including Texas Business and Commerce Code Chapter 15 (Texas Free Enterprise and Antitrust Act), in connection with the preparation or submission of this proposal.
8. I understand that this affidavit is submitted as a material representation of fact upon which reliance will be placed when this proposal is considered for award, and that a false or misleading

statement in this affidavit may constitute a violation of Texas Penal Code 37.02 (Perjury) and
may result in disqualification from this and future state procurements.

Signature of Affiant:

Printed Name:

Title:

Name of Firm:

Date:

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned Notary Public, on the ____ day of
_____, 20_____.

Notary Public Signature: _____

Notary Public Printed Name: _____

My Commission Expires: _____

[NOTARY PUBLIC SEAL]

EXHIBIT C

DRUG-FREE WORKPLACE CERTIFICATION

Texas Government Code 2155.006

Borderplex Alliance Foundation Construction RFP [SOLICITATION NO]

In compliance with **Texas Government Code 2155.006**, the undersigned authorized representative of the firm identified below hereby certifies and represents as follows:

The firm submitting this proposal, _____ ("Contractor"), hereby certifies that it will provide a drug-free workplace by:

1. **Publishing a statement** notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. **Establishing a drug-free awareness program** to inform employees about:
 - The dangers of drug abuse in the workplace;
 - The Contractor's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations;
3. **Providing each employee engaged in performance of state contracts** with a copy of the statement required by item (1) above;
4. **Notifying each employee** that as a condition of employment on any state contract, the employee will (a) abide by the terms of the drug-free workplace statement, and (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace within five (5) days after such a conviction;
5. **Notifying [AGENCY NAME]** within ten (10) days of receiving notice that an employee has been convicted of a criminal drug offense occurring in the workplace;

6. **Taking one of the following actions** within thirty (30) days of receiving notice of a conviction: (a) taking appropriate personnel action against the convicted employee, up to and including termination, or (b) requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
7. **Making a good faith effort** to continue to maintain a drug-free workplace through implementation of the requirements described herein.

The Contractor acknowledges that submission of a false certification may result in termination of any resulting contract and may subject the Contractor to civil and/or criminal penalties under applicable Texas and federal law, including but not limited to Texas Government Code 2155.006 and applicable provisions of the Texas Penal Code.

Legal Name of Firm: Business Address: City, State, ZIP:
Texas Comptroller Vendor ID:

Signature of Authorized Representative: Printed
Name: Title: Date:

EXHIBIT D

PROPOSAL SUBMISSION CHECKLIST

Borderplex Alliance Foundation Construction RFP [SOLICITATION NO]

Interior Renovation and Office Space Construction Project

This checklist is provided as a convenience to Respondents to assist in verifying that all required elements have been included prior to submitting the proposal. Completion of this checklist **DOES NOT** guarantee proposal compliance or responsiveness. This completed checklist should be included at the front of the proposal package.

Respondent Firm Name: _____ **Date:** _____

TAB A: COVER LETTER AND EXECUTIVE SUMMARY

- ☐ Formal cover letter on company letterhead, signed by authorized representative
- ☐ Company legal name, address, telephone, email, SAM.gov UEI / DUNS, and Texas Comptroller Vendor ID
- ☐ Acknowledgment and listing of all addenda issued (by number and date)
- ☐ Executive Summary (2-page maximum)
- ☐ Written statement of willingness and ability to comply with all RFP terms and conditions
- ☐ Original wet signature of authorized signatory

TAB B — QUALIFICATIONS AND EXPERIENCE

- ☐ Company history narrative and years in business
- ☐ Current organizational chart identifying key project personnel
- ☐ Minimum five (5) comparable Texas public-sector project references (within the past 7 years), each including: project name, owner, contract value, completion date, scope description, and owner contact information
- ☐ Résumés for proposed Project Manager and Superintendent

- ☐ Résumés for other proposed key personnel
 - ☐ Bonding capacity letter from licensed Texas surety (U.S. Treasury Circular 570), confirming single-project and aggregate limits
 - ☐ Current Certificate of Insurance evidencing all coverages and limits per Section 7.5
 - ☐ Litigation disclosure (past 5 years) — or written statement that no such matters exist
 - ☐ Minimum two (2) project experience entries for comparable interior construction/demolition projects, each including: project name, location, year of completion, scope description and total square footage, and owner contract value
 - ☐ Narrative demonstrating regional experience and familiarity with El Paso construction conditions, including climate-specific challenges, El Paso County building codes and permitting processes, and existing local subcontractor/supplier relationships
 - ☐ Description of local project office and on-site presence: office within 30 miles of construction site, PM/Superintendent 2-hour response radius, and 24-hour mobilization SLA
 - ☐ Subcontractor and supplier list, including legal name, FEIN/EIN, physical business address (noting any permanent El Paso, TX office), scope of work, and prior collaboration history (60% local participation target per Section 5.2)
-

TAB C — TECHNICAL APPROACH AND METHODOLOGY

- ☐ Detailed technical narrative for Work Element 1 — Interior Selective Demolition
 - ☐ Detailed technical narrative for Work Element 2 — Office Space Construction
 - ☐ Phasing and sequencing plan addressing both Work Elements and occupied-facility impacts
 - ☐ Preliminary CPM schedule (Gantt chart format acceptable) identifying both Work Elements, milestones, and critical path
 - ☐ Safety plan outline
 - ☐ Experience Modification Rate (EMR) data for the past three (3) years
 - ☐ Quality control plan outline
 - ☐ Subcontractor list, including HUB designation for each, for all major trade subcontracts valued at \$50,000 or more
-

TAB D — COST PROPOSAL (SEPARATELY SEALED ENVELOPE)

- ☐ Lump sum amount for Work Element 1 — Interior Selective Demolition
 - ☐ Lump sum amount for Work Element 2 — Office Space Construction
 - ☐ Total Base Proposal (sum of both Work Elements)
 - ☐ Schedule of Values (itemized breakdown for each Work Element)
 - ☐ Unit Price Schedule (minimum 20 line items)
 - ☐ Alternate prices (if requested by Agency addenda)
 - ☐ Envelope properly sealed and labeled per Section 5.4 instructions
-

TAB E: REQUIRED FORMS AND CERTIFICATIONS

- ☐ Completed and signed Conflict of Interest Questionnaire (Form CIQ) — Texas Ethics Commission
 - ☐ Signed Vendor Certification — Debarment (Exhibit A to this RFP)
 - ☐ Signed and notarized Non-Collusion Affidavit (Exhibit B to this RFP)
 - ☐ Signed Drug-Free Workplace Certification (Exhibit C to this RFP)
 - ☐ Texas Comptroller Vendor Registration confirmation (Vendor ID in Tab A)
 - ☐ Contractor's Affidavit — no undisclosed conflicts of interest
 - ☐ SB 252 Certification that the firm does not have a contract with, or provide material support to, a designated terrorist organization
 - ☐ HB 89 Certification that the firm does not boycott Israel and will not boycott Israel during the term of the contract
 - ☐ SB 13 Verification that the firm does not and will not boycott energy companies during the performance of the contract
-

POST-AWARD REQUIREMENTS (Not Required With Proposal)

- ☐ Form 1295 — Certificate of Interested Parties (Texas Government Code 2252.908) — required prior to contract execution

- ☐ Performance Bond (100% of contract value) — required before NTP
- ☐ Payment Bond (100% of contract value) — required before NTP
- ☐ Updated Certificate of Insurance with Agency and State of Texas named as Additional Insured required before NTP

Respondent's initials confirming this checklist was reviewed and all applicable items included:

_____ *Date:* _____

This checklist is provided as a courtesy. The Agency's evaluation of completeness and responsiveness is based on the actual contents of the submitted proposal, not on the completion of this checklist. Respondents are solely responsible for ensuring proposal completeness.

END OF SOLICITATION DOCUMENT

This document was prepared in accordance with Texas Government Code Chapter 2269, Subchapter D.
