



2025-0386R Addendum 2

Union Plaza Redevelopment

Issue Date: 3/18/2025

Questions Deadline: 5/19/2025 05:00 PM (MT)

Response Deadline: 6/11/2025 02:00 PM (MT)

Contact Information

Contact: Claudia A. Garcia

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Event Information

Number: 2025-0386R Addendum 2
Title: Union Plaza Redevelopment
Type: Request for Qualifications
Issue Date: 3/18/2025
Question Deadline: 5/19/2025 05:00 PM (MT)
Response Deadline: 6/11/2025 02:00 PM (MT)
Notes:

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment.

Event	Date and/or Time
Release	3/18/2025
Non-Mandatory Pre-Proposal Conference (Recommended to attend)	<p>4/3/2025 @ 1:00 P.M. Mountain Standard Time</p> <p>Join the meeting now</p> <p>Meeting ID: 238 243 409 245</p> <p>Passcode: QJ7yM9Eo</p> <p>Dial in by phone</p> <p>Phone Number: 915-213-4096</p> <p>Phone conference ID: 762 542 707#</p> <p>The purpose of this conference is to discuss with potential offerors the services to be provided and for potential offerors to ask questions arising from their review of the solicitation. This pre-proposal conference is for informational purposes only. Answers furnished will not be official until issued via amendment.</p>
Answers To Questions	05/28/2025
Deadline	6/11/2025 - 2:00 P.M.
Reading	6/11/2025 - 2:30 PM - The City of El Paso, Texas will be broadcasting Bid Openings Live at https://www.elpasotexas.gov/purchasing/
Evaluation	June/July 2025

Contract Award Date (approx.)	TBD
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Mail To or Hand Deliver To:

City of El Paso Purchasing & Strategic Sourcing Department
300 N. Campbell, 1st Floor El Paso, TX 79901-1153

Bid Attachments

Form 1295 Instructions and Example.pdf[Download](#)

Download, complete, save and upload to the "Response Attachments" tab

2025-0386R Attachments.pdf[Download](#)

For Reference

2025-0386R Mandatory Forms.pdf[Download](#)

Download, complete, save and upload to the "Response Attachments" tab

2025-0386R A001.pdf[Download](#)

Download and Review Amendment A001

2025-0386R-A002.pdf[Download](#)

Download and Review Amendment A002

Requested Attachments

CIQ Form - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Certification Regarding Terrorist Organizations & Boycotting of Israel - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Indebtedness Affidavit - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Completed Form 1295 - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Factor A: Development Team Qualifications, including Individuals and Companies

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Factor B: Proven Project Success

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Factor C: Respondent's Stability / Financial Capacity

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Factor D: Capacity to Perform Work

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Factor E: Adaptive Reuse Plan

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

W-9 - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Certificate of Fact and/or DBA Certificate - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Financial Responsibility Document - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Non-Collusion and Business Disclosure Affidavit - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Disclosures - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Certification Regarding Discrimination Against Firearm & Ammunition Industries - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Certification Regarding Boycotting of Energy Company - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Upload Disclosure of Campaign Contributions and Donations

(Attachment required)

I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Offeror's Questionnaire

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Response Letter

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Bid Attributes

1 City of El Paso Mission, Vision and Values

MISSION

Deliver exceptional services to support a high quality of life and place for our community

VISION

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

VALUES

Integrity

Respect

Excellence

Accountability

People

2 Organizational Profile

The City of El Paso was incorporated in 1873, and spans over 255 square miles. Located at the confluence of two countries, the United States and Mexico; and three states, Texas, Chihuahua and New Mexico, the City of El Paso serves just under 700,000 residents. The City of El Paso is the 22nd largest city in the United States and the 6th largest city in Texas.

As part of the largest binational metroplex in the Western Hemisphere, the City of El Paso serves as the epicenter to a global, cultural and economic population of 2.5 million people. Among the fastest growing metropolitan areas in the nation, the City engages in systemic processes, empowering effective planning and increasing efficiency in order to be ready to respond to emerging changes.

The City of El Paso has faced three unprecedented events that have required action, resolve and resilience. El Paso Strong is the mantra that expresses the community's shared focus to mobilize and take care of one another when facing: the humanitarian crisis created by the surge of asylum seekers crossing the border from Mexico into the US; the aftermath of the August 3, 2019, mass shooting tragedy; and the continuing response and recovery needs required during the ongoing COVID-19 pandemic. The City's organizational culture embodies the relentless spirit of the El Paso Strong mantra through a proactive commitment to providing a supportive workforce environment, empowering the organization to take care of the community through continuous improvement of service delivery, supporting a high quality of life and place for the community.

3 Strategic Goal 1: Cultivate an Environment Conducive to Strong, Economic Development

Strategic Plan Subsection 1.1 Stabilize and expand El Paso's tax base

4 Expiration Notice

The offeror agrees to honor its proposal for ONE HUNDRED TWENTY [120] consecutive days from the date set for the receipt of proposals. All proposals shall expire on the 120th day after the proposals are open unless the City of El Paso requests an extension of the proposals in writing and the offeror agrees to extend in writing.

☐ I confirm that I have read, understood and agreed

(Required: Check if applicable)

5 Solicitation Purpose & Expectations

The City of El Paso, Texas is seeking to sell seventeen (17) City-owned properties and partnering with an experienced Development Team(s) to redevelop the properties using 'adaptive reuse' which refers to the process of repurposing an existing building or structure for a new use, while retaining its historic or architectural features. The properties are generally located between Santa Fe Street, Chihuahua Street, Paisano Street and Overland Street which is Union Plaza area in the City's historic downtown. Sites can be sold as individual properties or for a Master Plan Development. Proposals may include use of Chihuahua Street and Alley B rights-of-way to support the development and use of adjacent buildings, subject to the regulations of the El Paso City Code.

Unless the City rejects all proposals, the City Council is expected to authorize the City Manager to negotiate and execute a Pre-Development Agreement or Memorandum of Understanding or Interim Agreement with the selected Development Team(s). The Pre- Development Agreement or Memorandum of Understanding or Interim Agreement will: (a) define the general terms and conditions of the land conveyance/lease/exchange, the responsibilities of the Development Team(s), and the responsibilities of the City, (b) set a schedule for obtaining financial commitments and plan reviews/approvals, and (c) guide the negotiation of a Comprehensive Development Agreement between the Development Team(s) and the City. The selected Development Team(s) is expected to enter into a comprehensive development agreement with the City which will govern and ensure the redevelopment of the Property including, but not limited to the addition of elements such as new residential uses and/or new commercial/office/retail/restaurant/educational uses (single use and/or mixed use building improvements). The exact configuration of these and other site elements will generally be negotiated after a Development Team(s) is selected.

The selected Development Team(s) will engage the necessary consultants to define and design the project, complete the design, acquire the Properties, secure the necessary permits (including but not necessarily limited to building permits, development permits, certificates of occupancy, etc.), secure equity and debt financing, contract for and construction of the project, and own and manage the project after completion.

The City is committed to facilitating the redevelopment of the Properties by any reasonable means, including a number of economic development tools available under state law. Offered incentives will attempt to be mutually beneficial and will be based on negotiations with the selected Development Team(s) and the merits of any proposed project. The City may require use restrictions and/or conditions, covenants, and restrictions ("CCRs") on the conveyed sites.

The City's ownership of the Properties offers options for property control/acquisition by the Development Team(s). The land conveyance process for any included sites will be undertaken in accordance with applicable state laws governing disposition of public property. Notwithstanding the foregoing, any proposal to purchase any or all of the Properties, or any interest therein, shall include a minimum price for each Property that is equal to or exceeds the fair market value of the Property, as such has been determined in an appraisal obtained by the City. The City reserves the right to negotiate a conveyance under Texas Local Gov't. Code Sec. 253.0125 with the selected Development Team(s).

6 Public Disclosure of Proposal Information

Public Disclosure of Proposal Information

Offerors are cautioned that once a proposal is opened, all information contained therein will be available to the public unless the information is excepted from the requirements of Government Code Section 552.021 pertaining to Open Records. The exception that allows the City to protect information that, if released, would give advantage to a competitor or offeror does not apply after the procurement process is complete and the contract has been awarded. *Trade secrets, commercial or financial background data and privileged or confidential information* may be excepted from public inspection. If any information contained in your offer qualifies for an exception because it falls into one of the categories above it should be clearly marked "CONFIDENTIAL" at the top right corner using minimum of 14+ font size and the basis of your claim of confidentiality has to be stated. Data so identified will be maintained as a protected record. Offerors who claim that information contained in a proposal should be protected from public disclosure after the award of the contract may be asked to support such claim if the City receives an Open Records request for the information and requests a determination by the Attorney General. [Rev.6/26/2023]

IMPORTANT NOTICE

Note: Any changes in due date or material changes for any solicitation will be posted on <https://elpasotexas.ionwave.net/CurrentSourcingEvents.aspx>

It is the offeror's responsibility to ensure that they have all pertinent information regarding solicitations, including all amendments prior to submitting their proposal. For paper submissions, please refer to Ionwave system <https://elpasotexas.ionwave.net/Login.aspx> to ensure you have viewed and received all amendments prior to submitting your formal proposal.

Recommendation(s) for formal awards shall be posted on the City's website the Thursday afternoons prior to the Tuesday City Council and/or Mass Transit meetings wherein the recommendation shall be presented. Offerors are responsible for monitoring the City's website for postings and awards.

☐ I confirm that I have read, understand and agree

(Optional: Check if applicable)

7 Title 2, Chapter 2.92, Section 2.92.080 Disclosure of Campaign Contributions and Donations

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

[Click here to view Ordinance No. 019581](#)

[Click here to download the Disclosure of Campaign Contributions and Donations form](#)

Complete and upload to "Response Attachments" tab

☐ I have read, downloaded and completed form

(Required: Check if applicable)

8 Wage Theft

The City of El Paso Code – Chapter 3.46

3.46.010 Definition

1. Wage Theft Adjudication occurs when:

(1) Employer is criminally convicted as an employer pursuant to Section 61.019 of the Texas Labor Code for failure to pay wages; or

(2) Injunctive relief is granted in district court under Section 61.020 of the Texas Labor Code against the employer for repeated failures to pay wages as required by Chapter 61 of the Texas Labor Code; or

(3) A wage payment determination order becomes final under Section 61.055 or Section 61.060 of the Texas Labor Code; or

(4) The Texas Workforce Commission assesses an administrative penalty under Section 61.053 of the Texas Labor Code against the employer for acting in bad faith in not paying wages as required by Chapter 61 of the Texas Labor Code; or

(5) Employer is convicted for Theft of Service under Section 31.04 of the Texas Penal Code; or

(6) Court of competent jurisdiction finds that an employer engaged in wage theft.

2. Employee and employer have the meanings by Texas Labor Code, Section 61.001.

3. Wages means compensation owed by an employer for labor or services rendered by an employee, whether computed on a time, task piece, commission or other basis.

4. Wage Enforcement Coordinator shall mean the person designated by the City Manager to receive and investigate claims of wage theft and to create, maintain a Wage Theft database.

5. Wage Theft Complaint means a written complaint filed with the Wage Theft Coordinator alleging any instance of wage theft by an employer.

Section 3.46.020 Wage Theft Coordinator

A. Appointment. The City Manager shall designate a Wage Theft Coordinator to perform the duties identified in this Section.

B. Duties. The Wage Theft Coordinator shall:

1. Wage Theft Adjudication Database- the Wage Theft Coordinator shall create and maintain a database of employers located or operating within the City of El Paso who have a Wage Theft Adjudication record. The Wage Theft Database will be created on a "complaint basis" and populated with information provided by third parties. The Wage Theft Coordinator shall be under no obligation to investigate wage theft or to prosecute complaints.

2. Substantiate whether a proposed party to a City Contract has a Wage Theft Adjudication record or part of the Wage Theft Adjudication Database.

3. Receive, review, and process wage theft complaint according to the process established in Section 3.46.040.

4. Coordinate with the Purchasing Director to ensure that the notice of the City's Wage Theft ordinance is included in all the City's bid documents.

5. Provide and present an annual report to City Council regarding the number of employers in the Wage Theft Adjudication Database and an update on the status of the enforcement of the City's Wage Theft ordinance.

Section 3.46.030 Wage Theft Adjudication Database

A. Inclusion in Database. No employer shall be included in the database until the Wage Theft Coordinator has:

1. Confirmed that an employer has a Wage Theft Adjudication record;

2. Provided written notice at the address provided by the complainant, or on the documents evidencing the wage theft adjudication of the inclusion of the employer in the Wage Theft Adjudication Database.

3. Allowed the employer thirty (30) days from the date of the notice to protest the employer's inclusion in such database and provide the Wage Theft Coordinator evidence that the employer should not be included in the Wage Theft Adjudication Database. In the case of a wage theft judgment, the Wage Theft Coordinator shall not include the employer in the Database upon proof of full payment of outstanding wage theft adjudication judgment.

B. Identity of Employer. An employer operating as a business entity shall be listed by its corporate name, address and type of business organization. If the employer is an individual, the person's name, business address, type of business or occupation shall be included.

C. Removal from Database. An employer shall be removed from the database if:

1. A Wage Theft Adjudication has been annulled, withdrawn, overturned, rescinded or abrogated, and such fact has been confirmed by the Wage Theft Coordinator; or

2. Employer provides proof of full payment of an outstanding wage theft adjudication judgment; or

3. Five (5) years or more has elapsed since the date of the employer's most recent Wage Theft Adjudication.

Section 3.46.040 Wage Theft Complaints Procedure

A. Non- City Contracts. If no City contract is involved, the Wage Theft Coordinator shall assist persons with wage theft complaints by referring the complaint to the Texas Workforce Commission.

B. City Contracts.

1. **Filing a Complaint.** A person employed in connection with a city contract who has a good faith belief that he is the victim of wage theft may file a wage theft complaint with the Wage Theft Coordinator in writing. The complaint shall contain fact including but not limited to: identity of the employer, date(s) on or during which the wages were earned and were due to be paid, the amount of the wages alleged to have been withheld or unpaid.

2. **Notification and Resolution of the Complaint.** The Wage Theft Coordinator shall notify the employer of the receipt of the wage theft complaint. Employer shall attempt to resolve the alleged issue with the affected employee by written agreement within thirty (30) days from the receipt of the City notification. Employer shall notify the Wage Theft Coordinator if the issue was resolved between the Employer and the affected employee.

3. Texas Workforce Commissions.

(a) If no resolution is achieved, the complainant shall be referred to the Texas Workforce Commission ("Commission").

(b) The Wage Theft Coordinator shall seek to determine status of the complaint at the commission. The Wage Theft Coordinator shall place Employer in the Wage Theft Adjudication Database if it appears that the Commission has made a finding that wage theft occurred.

Section 3.46.050 Retaliation Prohibited

A. No City Contractor shall retaliate against any person who has filed a wage theft complaint pursuant to this Chapter. Retaliation means action to discharge from employment, discipline, or otherwise punish an employee for filing a wage theft complaint in good faith.

B. If the Wage Theft Coordinator determines that retaliation has occurred, the Wage Theft Coordinator shall refer the matter to the City Attorney for appropriate action.

Section 3.46.060. Sanctions And Penalties- City Contracts

A. Existing City Agreement.

1. In the event the City becomes aware of the fact an Employer acting under a contract which was awarded prior to the effective date of this Ordinance has been adjudicated for wage theft, the City may terminate the contract.

2. Prior to terminating the contract the City will provide Employer with thirty (30) days' notice and opportunity to provide full proof of payment of outstanding wage theft adjudication judgment.

3. The award of future City contracts after termination of an existing contract due to an Employer's wage theft adjudication shall be managed as a New City Agreement in this section.

B. New City Agreement.

1. In the event the City becomes aware an Employer with a wage theft adjudication record has submitted a bid or proposal for City work prior to the award of a contract, the City shall deem the Employer non-responsible and refuse to enter into a City Agreement with such Employer for a period of five (5) years after the date of final adjudication.

2. Prior to deeming the Employer as non-responsible, the City will provide the Employer with thirty (30) days' notice and opportunity to provide full proof of payment of outstanding wage theft adjudication judgment.

9 Offeror's Commitment & Cost Preparation

Respondent understands and agrees that the City has the ability to re-issue or terminate its selection process at any time, and to reject any and all responses, or any and all submittals, and that the City has made no representation, written or oral, that it will award a contract for this Project

This solicitation does not commit the City of El Paso to pay any costs incurred in preparing and submitting a proposal or to contract for the services specified. This solicitation is not to be construed as a contract or a commitment of any kind, nor does it commit the City of El Paso to pay for any costs incurred in the preparation of a formal presentation, or for any costs incurred prior to the execution of a formal agreement

Cone of Silence

Cone of Silence/Anti Lobbying Policy

The City's Cone of Silence/Anti Lobbying Policy was adopted to ensure a fair and competitive bidding environment by preventing communication between City officials, employees, or representatives and parties involved in the bidding process that could create an unfair advantage to any party with respect to the award of a City contract.

During the period of in which the City has issued a solicitation, including a competitive bid, request for proposal (RFP), request for qualifications (RFQ), highest qualified bid (best value), competitive sealed proposals, design-build, public-private partnership, any other type of solicitation required by law, or the giving of a notice of a proposed project, which shall begin on the day that is advertised and end on the date that the notice of the award has been posted by the City Clerk for placement on the agenda, no person or registrant shall engage in any lobbying activities with City officials and employees.

For an unsolicited or competing proposal for a public-private partnership, the period in which no person or registrant shall engage in any lobbying activities with City officials and employees shall begin on the date that the City receives a notice of intent to submit an unsolicited proposal and end on the date the notice of award has been posted by the City clerk for placement on the agenda.

If contact is required with City employees, such contact will be done in accordance with procedures incorporated into the solicitation document and the City's contracting policies. Any person or entity that violates this provision may be disqualified in accordance with Section 2.94.130 of this chapter. Furthermore, any person who knowingly or intentionally violates the provisions of this policy, with respect to the solicitation or award of a discretionary contract may be prohibited by the City council from entering into any contract with the City for a period not to exceed three years.

The Cone of Silence/Anti Lobbying Policy prohibits any communication or lobbying activities during the Cone of Silence period, by any person, including but not limited to, bidders, lobbyists or consultants of bidders, service providers or potential vendors and any the following:

1. City Staff and City Consultants, including any employee of the City of El Paso, any person retained by the City of El Paso as a Consultant on the project, or any person having participated in the development, design, or review of documents related to the project.
2. City Officials, including the Mayor, Council Representatives and their respective staff.
3. Members of the City's Selection Committee, whether City employees or outside experts appointed or selected by the City.

The Cone of Silence/Anti Lobbying Policy does not apply to:

1. Questions of Process and Procedure, including oral communications with the Purchasing Director or Bid Administrator, provided the communications are strictly limited to matters of process or procedure already contained in the solicitation document. A minimum of ten days will be provided for questions during solicitation unless otherwise stated in the Solicitation Schedule of Events in the documents.
2. Pre-Proposal/Pre-Bid Conferences, including oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations, and public presentations made to the Mayor and Council Representatives during a duly noticed public meeting.
3. Written Communications, to the Purchasing Analyst/Agent identified in the solicitation.

Requests for Clarifications

In order to meet the City's schedule for awarding this requirement it is extremely important that requests for clarification or additional information, or requests for a change in the specifications, be submitted in the online bidding system no later than the date indicated in the Schedule of Events for this solicitation. Questions submitted after this date may not elicit a response.

Offerors shall promptly notify the Purchasing & Strategic Sourcing Department of any ambiguity or inconsistency which they may discover upon examination of a solicitation document. During the proposal process, offeror shall not contact any City staff except those designated in this solicitation or in subsequent documentation. Non-compliance with this provision may result in rejection of the bid involved.

Special Notification: Applicable Regulations

1. The City of El Paso (the "City") is accepting submittals for a redevelopment contract, pursuant to Chapter 2267 et seq. of the Texas Government Code, in accordance with the terms, conditions and requirements set forth in this Request for Qualifications ("RFQ").

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFQ CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

2. A "private entity" means any individual person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity. The Development Team(s) will assume the risk for the design, documentation, construction, and financing of the facilities.

3. Architects and Engineers: The Architect member of the Development Team(s) will prepare construction documents for the Project and has full responsibility for complying with all other applicable requirements of Chapter 1051 of the Texas Occupations Code, Subtitle B (Regulation of Architecture and Related Practices). The engineer members of the Development Team(s) shall have responsibility for compliance with the engineering design requirements and all other applicable requirements of Chapter 1001, Occupations Code, Subtitle A (Regulation of Engineering and Related Practices).

4. Ethical Behavior: The City of El Paso requires ethical behavior and compliance with the law from all individuals and companies with whom it does business.

Project Relevant Information

Background

On October 10, 2023, the City Council of the City of El Paso directed the Interim City Manager to begin soliciting and entertaining letters of interest from interested buyers for the purchase of the properties located in the Union Plaza area of Downtown El Paso.

Discussion included a strong preference for adaptive reuse of the site. Adaptive reuse refers to the process of taking an existing structure and updating or adapting it for a purpose other than its original intended use. The adaptive reuse process includes the renovation and rehabilitation of an existing building with potential transformation of use. For example, vacant office buildings have been adapted to new forms as residential buildings, with either apartments to rent or condominiums to buy. Former industrial warehouses can be converted to restaurant or other commercial uses. For applicable sites, project proposals shall include the establishment of a National Historic designation, see Attachments for list of properties with a registration requirement.

Recent Policy Changes

On July 5, 2023 the City of El Paso adopted the Downtown, Uptown, and Surrounding Neighborhoods Plan, a master plan for Downtown and the surrounding neighborhoods of Segundo Barrio, Chihuahuita, Magoffin, Rio Grande, Rim, Kern, Mission Hills, and Sunset Heights. The objective of this plan is to improve livability, equity, economic prosperity, housing for all ages and incomes, expanded public amenities, and improve pedestrian connectivity to existing neighborhoods for a more sustainable city center. The Plan's mission is to unlock the potential for positive change, including enhanced livability, economic opportunity, equity, and resilience across the study area, El Paso, and the region. The Plan aims to promote a safe, inclusive, affordable, sustainable area that supports a high quality-of-life for existing and future residents.

Key objectives of the Plan are to:

- Promote affordability with expanded housing options
- Create and improve public areas that focus on health and safety infrastructure
- Increase economic activity and talent retention with a vibrant downtown
- Establish a virtuous cycle between public transit and existing neighborhoods, new development, and active public transportation
- Celebrate El Paso's unique living culture, design heritage, and diverse community

Within the Downtown Core, the City seeks specifically to leverage entertainment and cultural assets to unlock extensive Downtown housing opportunities, which in turn brings streets to life, and attracts new jobs in the knowledge sector which leads to greater investment. This strategy is paired with robust workforce readiness and skills training to grow local talent.

The vision for the Downtown Core focuses on livable, connected, and safe neighborhoods with diverse and inclusive housing. This should be supported by infrastructure investments in street, sidewalk, and public realm improvements that include consistent planting of street trees, minimum 8-foot-wide sidewalks, expansion of street lighting to include pedestrian fixtures, and the installation of public art throughout.

Plan implementation seeks to realize Downtown's potential to unlock greater economic opportunity, equity, livability, resilience, and shared community

across the city and region. This area leverages the existing employers, cultural facilities, parks, and infrastructure to create a vibrant and livable district. The Plan outlines policies and projects that will enhance the quality of life, character, and diversity of neighborhoods that envelope Downtown and provide infrastructure to safely and comfortably connect them with the amenities in Downtown.

On December 13, 2023, City Council adopted revised design standards for Union Plaza, the first major update since 1997. These changes to the Planning and Building codes intended to simplify the approval process and requirements for converting existing commercial buildings into housing. They also remove existing restrictions to allow for a greater variety of businesses and activities in Union Square and throughout downtown. The legislation received unanimous recommendations by the Planning Commission and Building Inspection Commission.

Properties

The properties are currently owned by the City of Paso and located in the Union Plaza area. Refer to Exhibits Attachment.

Site Details

Refer to Exhibits Attachment.

Initial Public Input

Prior to the issuance of this RFQ, city staff facilitated several public engagement opportunities aimed at soliciting the public's input regarding how the Sites should be redeveloped. While the City Council is open to considering all possible redevelopment proposals, they also wish to share the public's input with any potential respondents in a spirit of transparency.

Additional Reference Information

1. [Uptown, Downtown, and Surrounding Neighborhoods Plan \(July 5, 2023\)](#)
2. [Union Plaza Design Standards \(December 13, 2023\)](#)

Also see [Title 20](#) of the El Paso City Code

3. [Property Conditions Assessment Final Report \(February 12, 2020\)](#)
4. [Historical and Architectural Survey Final Report \(August 19, 2020\)](#)
5. Historic American Buildings Survey Drawings for:
 - 5.1 [212 Overland](#)
 - 5.2 [306 Overland](#)
 - 5.3 [305 Chihuahua](#)
 - 5.4 [309 Chihuahua](#)
 - 5.5 [315 Chihuahua](#)
 - 5.6 [325 Chihuahua](#)

Selection Process Information

1. The City has prepared this Request for Qualifications (RFQ) and an evaluation committee comprised of City Staff will evaluate each offeror's experience, technical competence, and capability to perform, the past performance of the offeror's team and members of the team, and other appropriate factors submitted by the team or firm. Cost-related or price-related evaluation factors will not be used. Each offeror **must certify** to the City that each architect or engineer that is a member of its team was selected based on demonstrated competence and qualifications in the manner provided by Section 2254.004, Texas Government Code. The City shall review written responses and rank offerors on demonstrated competence, financial ability, qualifications, and responsiveness to the RFQ.
2. The City may request the selected offeror(s) to present their team(s) and their conceptual development plans to reflect their initial ideas for how the Properties should be redeveloped. These conceptual development plans will likely be modified in the future partly based on city and public feedback therefore respondent(s) should not be concerned with having fully developed plans at this stage of the redevelopment process. Additional details will be provided if presentations are required.
3. Within 60 days after RFQ submissions, the City shall evaluate the information submitted by the offerors based on the selection criteria stated in this solicitation. The City may request additional information regarding demonstrated competence and qualifications, considerations of the safety and long-term durability of the project, the feasibility of implementing the project as proposed, the ability of the offeror to meet schedules, costing methodology, or other factors as appropriate. Consideration may also be given to any additional information and comments at the selection phase if it reflects on the offeror's qualifications to perform the project. The City shall select the offeror(s) that submits the proposal offering the best value for the City based on the published selection criteria and on its ranking evaluations. Unless the City rejects all submittals, the City will authorize negotiations with the first-ranked offeror. If the parties cannot negotiate a successful agreement, the City will terminate negotiations with the first-ranked offeror and commence negotiations with the second-ranked offeror in the same manner. If an agreement is not reached, the City may, at its discretion, proceed with this process, in order of ranking, until an agreement is reached, or all proposals are rejected. The City reserves the right to reject any and all proposals. The City may choose, at its sole discretion, to enter into development agreement negotiations with multiple offerors.
4. Prior to finalizing any negotiations or agreements, the selected offeror(s) should expect to be subjected to a thorough evaluation of their historic business performance and a financial background check.

Evaluation and Award Process

1. An Evaluation Committee shall be established to evaluate proposals based solely on the Evaluation Factors included in this solicitation . Factors not specified in the solicitation will not be considered. The City reserves the right to waive any minor irregularities or technicalities in the offers received. Proposals will be evaluated on an individual basis against the requirements stated in the solicitation.
2. Only individual firms or formal joint ventures may apply. Two firms may not apply jointly unless they have formed a joint venture. Any associates will be disqualified. (This does not preclude a Respondent from having consultants.)
3. Proposals and any other information submitted by offerors in response to this solicitation shall become the property of the City.
4. Failure to comply with the requirements contained in this solicitation will cause a proposal to be non-responsive and the proposal will not be considered for further evaluation.
5. Minor problems of completeness or compliance may be called to the attention of Offerors for clarification. Substantial deviations from the requirements of this solicitation will result in disqualification of an offeror's proposal.
6. Proposals which are incomplete or qualified with conditional clauses, or alterations, or items not called for in this solicitation, or irregularities of any kind, are subject to disqualification by the City, at its discretion.
7. During the evaluation process, the City reserves the right, where it may serve in the City's best interest, to request additional information or clarifications from Offerors, or to allow corrections of errors or omissions.
8. All responses meeting the minimum specifications of the scope of work will be ranked based on the evaluation criteria listed. After initial evaluations, the Evaluation Committee will determine a ranking.
9. At the completion of the evaluation period, the City will enter into negotiations with the highest ranked offeror. As part of the requirement to establish the responsibility of the Offeror, the City of El Paso may perform a price analysis to determine the reasonableness of the price(s) of the highest ranked Offeror's professional services. Prices that appear to be unreasonably low may be determined to be evidence that pricing is not fair and reasonable and cause the proposal to be rejected and/or if the City cannot come to an agreement with that offeror it will formally end negotiations with that offeror and begin negotiations with the next highest ranked offeror.
10. The City reserves the right to negotiate the final scope of services, price, schedule, and any and all aspects of this solicitation with the highest ranked offeror.
11. Proposals to this solicitation that are considered non-responsive will not receive consideration and will not be evaluated. The City reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any offeror at any time to gather additional information. Furthermore, the City reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract signing.
12. The successful Offeror's proposal to this solicitation will be incorporated into the final contract. Any false or misleading statements found in the proposal will be grounds for disqualification or contract termination. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal and confirmed in the contract between the City and the Offeror selected.
13. The City reserves the right to award this contract to one Offeror or to make multiple awards. The City may reject any or all proposals if such action is in the City's interest, award, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.

Evaluation Factors

The evaluation process is designed to award the contract to the most qualified offeror based upon the evaluation factors specifically established for this solicitation. **Offerors must provide all information outlined in the Evaluation Factors to be considered responsive.** Proposal will be evaluated based on the responsiveness of the offeror's information to the Evaluation Factors which will demonstrate the offerors understanding of the Evaluation Factors and capacity to perform the required services of this solicitation. Proposals considered non-responsive will not be evaluated.

The establishment, application and interpretation of the above Evaluation Factors shall be solely within the discretion of The City of El Paso ("the City"). The City reserves the right to determine the suitability of offers on the basis of all the factors included in this solicitation.

Total Points - 100

10 points - Factor A: Development Team Qualifications, including Individuals and Companies

1. Team's business profile
2. Team's experience developing projects of similar scope, size and quality including relevant examples
3. Project organization chart, resumes of key personnel for both design and construction team members that shows experience with projects of similar size, and complexity.
4. Describe your firm's past performance on other contracts for or agreements with the City of El Paso or other cities (e.g. cost control, cost savings, schedule control) and your firm's demonstrated technical competence and management qualifications with redevelopment projects, particularly those that are similar to the proposed project type.

20 points – Factor B: Proven Project Success

1. Provide a minimum of three and a maximum of five projects the Development Team(s) has completed which are most like this project. In determining which projects are most like this project, please consider: same or related size and complexity; same or related development environment (e.g.: historic area, urban infill, etc.); whether the project consisted of an expansion of an existing facility or new construction; how many members of the proposed team (and their role) worked on the listed project; how recently the project was completed; and, if the projects were completed on time and on budget. List the projects in priority order, with the most related projects listed first.
2. Provide customer reference letters from no less than three (3) public entities with which offeror currently has contracts and/or has previously provided development or redevelopment services of equal type and scope within the past ten (10) years. DO NOT USE REFERENCES FROM CITY OF EL PASO OFFICIALS
3. Quality of previous design and project documentation. Describe your company's quality assurance program, what are your company's requirements, and how they are measured. In particular, describe the way your Development Team(s) maintains quality control during the design and construction phases. For one of the projects listed in this response, provide specific examples of how these techniques were used.
4. Describe the various funding models that your firm has successfully used on past public/private partnership projects and include information on the percentages of public versus private contributions for project funding and compliance with schedules and budgets.
- 5.. Project(s) including regular public involvement. Describe at least one project that required significant interaction or coordination with the public. Outline what was done by the project team to ensure clear and consistent communication and coordination with the public. Additionally, detail exactly how the project was inclusive of the public's input. Finally, describe the outcome of the project including if it was positively received by the public, met project goals, and was on time and budget.

20 points – Factor C: Respondent's Stability / Financial Capacity

1. Ability to identify and acquire the equity or financing necessary to develop the Site.
2. Provide a financial rating of your company and any documentation, which indicates the financial stability of the company.

25 points - Factor D: Capacity to Perform Work

1. Workload and availability to meet schedule. Provide a list of the Development Team's active projects, the current status of these projects, and when the projects are anticipated to be completed. Emphasis should be placed on demonstrating that any current projects will not negatively impact the ability to complete the projects within the proposed schedule.

2. Provide an anticipated project management plan and schedule in Gantt chart format for the project including major milestone dates.
3. Project organization chart and proposed specialty sub-consultants.
4. Describe the Development Team's knowledge of and experience with City of El Paso's development codes and ordinances including the historic district's requirements

25 points – Factor E: Adaptive Reuse Plan

1. Ability to identify and recommend use of properties
2. Identify potential obstacles and propose possible resolutions
3. Provide a tentative timeline for the completion schedule
5. Specify and outline the intended square footage for use.
6. Priority will be given to plans that maximize the utilization of square footage

**1
7 Disclosures**

Offeror to disclose and describe any prior or pending litigation, acquisitions/mergers, civil or criminal, involving a governmental agency or which may affect the performances of the services to be rendered. This includes any instances in which the Offeror or any of its employees, subcontractors, or sub-consultants is or has been involved within the last three years for those applicable items.

☐ I have uploaded my disclosures
(Required: Check if applicable)

**1
8 Offeror's Acceptance of Evaluation Methodology**

Each offeror by submission of a response to this solicitation waives any claims it has or may have against the City and the City's Representative(s) in this process and their respective employees, officers and elected officials, members, directors and partners, agents and representatives regarding the administration of the procurement process, evaluation, and the critique and selection of qualified offerors. By submitting a response the Offeror accepts the evaluation process indicated in this solicitation. In this regard, the offeror acknowledges that the selection process and evaluations of proposals constitute public information under Texas law and offeror waives any claim it has or may have regarding any information contained in or derived from such evaluations.

**1
9 Instructions to Offerors Submitting Paper Proposals**

To download solicitation, click the "Documents" icon located next to "Response History" icon.

1. SIGNATURE OF PROPOSAL BY PERSON AUTHORIZED TO SIGN

All proposals shall bear an original signature, in ink, of a responsible officer or agent of the company. Failure to sign the proposal or to include a substitute signed document binding the offeror will be the basis for declaring a proposal non-responsive.

2. REQUIRED NUMBER OF COPIES

Proposals must be submitted in original form with one additional copy.

3. PROPOSAL SUBMISSION INSTRUCTIONS

Proposal must be sealed when presented to the Purchasing & Strategic Sourcing Department. See event details for submission deadlines. Proposals will be publicly opened and read aloud (Offeror's Name, City and State). The City does not provide envelopes or any other office supply for the purpose of submitting Proposals

4. ADDRESSING INSTRUCTIONS

The envelope containing the proposal must be addressed as follows:

City of El Paso

Purchasing & Strategic Sourcing Department

300 N. Campbell, 1st Floor

El Paso, Texas 79901-1153

Attn: Purchasing Director

Also, write the **Solicitation Number, Solicitation Title, and Due Date** clearly on a visible section of the envelope.

5. LABELING OF PROPOSALS [Rev 6/15/05]

The Due Date and Solicitation Number and Name must be written on the outside of the package containing the proposal. The City Purchasing & Strategic Sourcing Department may open any unlabeled submittal to identify it properly. Offerors are required to identify their package to protect the integrity of their sealed proposal and to fully avail themselves of the evaluation and selection process.

6. OFFEROR DELIVERY RESPONSIBILITY

Proposals received at the Purchasing & Strategic Sourcing Department after the specified date and time will not be accepted. Package delivery services such as FedEx, UPS, etc., deliver packages must be addressed to the Purchasing Director directly to the Purchasing & Strategic Sourcing Department.

U.S. Postal Service deliveries, including Express Mail, are only delivered to the Mail Room at City 2 and may or may not be delivered by the Mail Room to the Purchasing & Strategic Sourcing Department by the time and place proposals are opened. The offeror accepts all responsibility for delivering its proposal to the address stated above within the specified time or the proposal will be considered non-responsive and will be mailed back unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

7. ADDITIONAL INFORMATION

Descriptive literature, where applicable, containing complete specifications or other information sufficient for the City to determine compliance with the specifications must accompany each proposal. Related data, where applicable, will be made part of the proposal. All documents, literature and related data submitted as part of the proposal become the property of the City of El Paso.

Offerors are asked not to include loose brochures (e.g. general marketing material). **BROCHURE MATERIAL WILL NOT BE CONSIDERED FOR REVIEW.** Only pertinent information should be submitted.

8. ALTERNATE PROPOSALS

The City of El Paso is not accepting alternate proposals for review, evaluation and/or consideration.

9. ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

All amendments must be acknowledged on the Amendment Acknowledgement Form. Failure to do so may cause the proposal to be rejected. It is the Offeror's responsibility to ensure that their response to a solicitation is incorporating all amendments into said proposal. Amendments may be posted at any time up to and including the due date.

10. PROPOSAL FORMAT AND STRUCTURE

All proposals must follow the submission guidelines below. The City reserves the right to reject proposals not in compliance with these requirements.

1. Use fonts no smaller than Times New Roman, 10 point. Maximum length including title page, the entire proposal, and appendices should not exceed 100 pages but may be required in some instances.
2. All pages must be numbered.
3. Address all evaluation factors described within this solicitation.
4. Major sections must have page breaks between them.
5. The proposal must be signed and titled by a duly authorized representative of the Offeror.
6. Introduction Page – include the following information:
 - a. State in succinct terms the Offeror's understanding of the services to be provided and how the Offeror anticipates being able to meet the scope of work as delineated within the solicitation.
 - b. Clearly label with the solicitation number, title, Offeror's name, mailing address, and fax number, and the name, telephone number, and email address of a contact person.
 - c. Identify by name and title the individual responsible for the administration of the project. That is, the individual who has the responsibility to oversee the contract, not a firm's contract negotiator, etc.
7. The City will not be responsible for locating or securing information not included with proposal. In conducting its assessment, the City may use data provided by the Offeror and data obtained from other sources, but while the City may elect to consider data obtained from other sources the burden of providing thorough and complete information rests with the Offeror.
8. Response to all factors must demonstrate the offeror's comprehension of the objectives and services being procured. Do not merely duplicate the Scope of Work as presented within this Solicitation

20 Notice to Offerors

1. ACCEPTANCE OR REJECTION OF PROPOSALS

The City reserves the right to accept or reject any or all proposals, to waive all minor technicalities, and to accept the proposal is determined to be the most favorable to the City. Additionally, the City may accept a proposal subject to an exception if, in the sole judgment of the City, the proposal meets or exceeds the City's specifications.

2. TIME

[Reserved]

3. TIME AND PLACE OF OPENING

Proposals will be opened and read in City Hall, at 2:30 P.M.(MST) on opening day. However, you are cautioned that proposals must be received in the Purchasing & Strategic Sourcing Department no later than 2:00 PM (MST).

4. RECIPROCAL PREFERENCE

Domestic Preferences

The City reserves the right to grant a preference to cooperative agreement programs, City contracts and Purchase Orders that are funded through federal awards and grants:

(a) As appropriate and to the extent consistent with law, the City may, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

State Reciprocal Preference

The City reserves the right to grant an offeror with its principal place of business in the State of Texas (Resident Offeror) a preference on a contract against the proposal of any offeror from another state which enforce or has a preference for its resident offeror. The amount of the preference to the resident offeror shall be equal to the preference in the other state. Regarding contracts involving federal funds, the City shall utilize said reciprocal preference unless expressly prohibited by the Grantor.

Municipality Reciprocal Preference

The City reserves the right to grant a offeror with its principal place of business within the City limits of El Paso, Texas (Local Offeror) a preference on a contract against the proposal of any offeror from another City within the State of Texas which enforce or has a preference for its local offerors. The amount of the preference to the local offeror shall be equal to the preference in the other City. Regarding contracts involving federal funds, the City shall utilize said reciprocal preference unless expressly prohibited by the Grantor.

5. EVALUATION RESULTS

Any questions concerning evaluation results should be directed to the Purchasing & Strategic Sourcing Representative.

6. REQUEST FOR QUALIFICATIONS TABULATIONS

The Request for Qualification tabulation will be available at <https://elpasotexas purchasingtest.ionwave.net/CurrentSourcingEvents.aspx>.

No results will be given over the phone.

7. DEBRIEFING REQUESTS

A written request for a debriefing should be directed to the Purchasing & Strategic Sourcing Representative identified in this solicitation within five (5) days after the date of award. Debriefing requests will be scheduled with the designated City staff and Purchasing & Strategic Sourcing Representative.

8. PROTEST/DISPUTE PROCEDURE

Only an offeror who has actually submitted a proposal may appeal an award decision.

Failure to follow the requirements of the Protest procedures established by the City of El Paso, Texas, shall constitute a waiver of all protest rights.

Protest must be made after the City Council agenda has been posted and by 5:00 p.m. the day before the City Council meeting in which the award will be made. The offeror must write a letter to the Purchasing Director using the phrase "Bid Protest" to City Hall – 300 N. Campbell, El Paso, TX 79901 – attention to the Purchasing & Strategic Sourcing Department. Protest must be sent by certified or registered mail or delivered in person. Note: the recommendation for award is posted on the City's website at least 72 hours before each Tuesdays Council meeting.

The written protest should include 1) the bid number and should clearly state, with particularity, the relevant facts believed to constitute an error in the award recommendation, or desired remedy; 2) a specific identification of the statutory or regulatory provision that the Protesting Offeror alleges has been violated and the provisions entitling the Protesting Offeror to relief; 3) a specific factual description, with particularity, of each action by the City that the Protesting Offeror alleges to be a violation of the statutory or regulatory provision that the Protesting Bidder has identified pursuant to item (2) of this paragraph (mere disagreement with the decisions of City employees does not constitute grounds for protest). If there is no disputed issue of the material fact, the Protest must indicate this as well.

2 1 **Amendment A001**

A. Property Site Visits are scheduled below:

Monday, April 7, 2025 from 10:00 AM to 12:00 PM

Thursday, April 10, 2025 from 1:00 PM to 3:00 PM

Location: The meeting point for both Site Visits will be at the corner of Overland Ave. and Chihuahua Ave.

Please note: Individuals accessing the properties must wear appropriate PPE, including hard hats and vests. While approximately 10 sets will be available, we encourage attendees to bring their own if possible.

B. Instructions to download solicitation are included

Except as provided herein, all terms and conditions of the documents, as heretofore changed, remain unchanged and in full force and effect.

☐ I have read, understood and agreed.

(Required: Check if applicable)

2 2 **Amendment A002**

DESCRIPTION OF AMENDMENT

A. Deadline to submit a proposal has been extended to June 11, 2025 – 2:00 PM (MST)

B. Deadline to submit question has been extended to May 19, 2025 – 5:00 PM (MST)

C. Revisions to Solicitation Summary.

Except as provided herein, all terms and conditions of the documents, as heretofore changed, remain unchanged and in full force and effect.

☐ I confirm that I have read, understand and agree

(Required: Check if applicable)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature