Emergence Health Network

Request for Proposal
RFP #27-002
Construction Manager at Risk (CMAR) – Preconstruction Services
Behavioral Health East Campus – El Paso, Texas

Anticipated Schedule of Events

November 2, 2026	RFP Issued
November 9, 2026	Pre-Proposal Conference (not mandatory)
November 13, 2026	Q & A Period Closes
November 24, 2026	RFP Submissions Due; Public Opening and Read-Aloud
December 3, 2026	Anticipated CMAR Selection
December 10, 2026	Board Approval
December 10, 2026	Anticipated Notice to Proceed
January 22, 2027	Groundbreaking Ceremony

Emergence Health Network
El Paso Center for Mental Health/Intellectual Disabilities

REQUEST FOR PROPOSAL RFP # 27-002
Construction Manager at Risk (CMAR) - Preconstruction Services
Behavioral Health East Campus – El Paso, Texas
Prepared for Emergence Health Network

Table of Contents

I. General Information

Background Information and Services to be Provided 3

Proposed Evaluation Timeline 8

General Provisions 12

II. Procurement Protocols & RFP Response Package Instructions

Response & Communication Protocols 14

Response Package Components 15

Response Timelines 16

Appendix A: EHN Signature Page 43

Appendix B: Deviation Form 44

Appendix C: HUB Subcontracting Plan 45

Appendix D: Conflict of Interest Questionnaire 46

Appendix E: Certification Regarding Lobbying 47

Appendix F: EHN Appointed Officers and Employees 48

Appendix G: Checklist 49

Appendix H: Acronyms 50

Appendix I: Pricing Worksheet/Bid Form 51

Appendix J: Prevailing Wage Rate Determination 55

EHN 62

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General Information

Emergence Health Network Information

Emergence Health Network (EHN) ("CENTER") is the Texas Health and Human Services Commission ("HHSC") designated Local Mental Health Authority (LMHA) and the Local Intellectual and Developmental Disability Authority ("LIDDA"), established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and intellectual and developmental disability services for the residents of El Paso County, Texas.

Background Information and Services to be Provided

MISSION
Emergence Health Network (EHN) provides person-centered health care for El Paso and the surrounding communities with a specialty in aiding individuals with behavioral health, intellectual or developmental disabilities, and related conditions.

COMMON PURPOSE
We empower our community by delivering exceptional care to enhance well-being.

INSPIRE CHANGE STANDARDS

- Safety – We promote a safe place where we strengthen the well-being of our community
- Connection – We build relationships to help promote belonging, understanding and empowerment
- Innovation – We embrace change through creative approaches to help ourselves and our clients grow
- Efficiency – We streamline moments that matter to create high-quality, sustainable results

BACKGROUND
El Paso MHMR d/b/a Emergence Health Network ("EHN") is a The Joint Commission accredited institution providing quality services direct to consumers at numerous locations throughout the El Paso area and its surrounding communities. EHN currently consists of more than 46 providers, 149 carriers, over 17,679 consumers, 700 employees and over 45 contracted external providers. Emergence Health Network invites qualified Construction Manager at Risk (CMAR) firms to submit proposals for Preconstruction Services for the development of its Behavioral Health East Campus in El Paso, Texas.

EHN is procuring the Construction Manager at Risk (CMAR) under the construction manager-at-risk method authorized by Chapter 2269, Texas Government Code. **This solicitation is conducted as a one-step process.** EHN's Board of Trustees, as EHN's governing body, determined before advertising this RFP, as required by § 2269.056(a), Texas Government Code, that the construction manager-at-risk method provides the best value to EHN for this Project. The selected CMAR will work collaboratively with EHN, JMT

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Architecture (JMT-A), and JMT Project Management (JMT-PM) to develop a coordinated design, reliable construction cost estimates, an executable project schedule, and a phased construction strategy.
EHN is a community center established under Chapter 534, Texas Health and Safety Code, and a governmental entity authorized by state law to make public work contracts. This RFP is issued under Subchapters B and F of Chapter 2269, Texas Government Code, and under the competitive procurement procedures adopted by EHN's Board of Trustees pursuant to § 534.020(c), Texas Health and Safety Code. Notice of this RFP, stating the time and place at which proposals will be received and publicly opened, was published in a newspaper of general circulation in El Paso County once each week for two consecutive weeks before the Submission Deadline and was posted on EHN's procurement website, which EHN has determined satisfies the notice requirements of § 2269.052, Texas Government Code, and of EHN's procurement policy.

JMT Architecture (JMT-A) has been selected or designated by EHN as the architect of record to prepare the construction documents for the Project. Pursuant to § 2269.252, Texas Government Code, neither JMT-A nor JMT Project Management (JMT-PM), nor any entity related to either of them within the meaning of § 2269.252(c), may serve as the CMAR, alone or in combination with another person. Each Proposer shall disclose in its proposal any ownership, contractual, or business relationship with JMT-A or JMT-PM.

The objective is to deliver a high-quality, fully operational facility while managing scope and design within the target construction budget of approximately $35 million and achieving final completion, including required inspections, commissioning, training, and closeout, no later than December 31, 2028.

EHN intends to select the CMAR based on Best Value, considering qualifications, relevant experience, schedule, execution strategy, collaboration, and cost transparency.

1. PROJECT DESCRIPTION

The project is anticipated to include:

a. Approximately 40,000 square feet of behavioral health facility space.
b. A separate approximately 2,000-square-foot garage for three vans.
c. Site grading, drainage, utilities, parking, access drives, landscaping, and associated site improvements.
d. Clinical, administrative, and support spaces required for EHN operations, including reception, triage, consultation rooms, sobering/diversion areas, Extended Observation Units, and other spaces identified by EHN during programming and design.

2. **Project Location:** BLK 2 TIERRA COMMERCIAL #2 REPLAT A 1 & REPLAT A 2, AND A PORTION OF 7 TIERRA COMMERCIAL #7 NWLY PT OF 1 (APPROXIMATLY 10.91 ACRES). Intersection of Zaragosa and Edgemere Boulevard, El Paso, Texas 79936.

The final program, design, site improvements, and construction scope will be confirmed during design development. The CMAR is expected to provide early cost and schedule input to support decisions as the design progresses.

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The $35 million construction budget is the current planning target and is subject to confirmation as the project scope and design are developed. It is not expenditure authorization or a GMP. The $35 million target includes the Preconstruction Services fee, escalation, and construction contingency. Owner costs that EHN funds separately outside the target will be identified in the Agreement. No budget increase or scope commitment is effective without approval under EHN's delegated authority and confirmation of funding.

Construction Cost Limitation (CCL)

For purposes of this RFP, the Construction Cost Limitation (CCL) is defined as the total cost of the following items, counted once only, not to exceed $35,000,000.00. Each estimate and GMP submission shall reconcile these components to the construction budget and separately identify exclusions, escalation, allowances, contingencies, and owner-funded costs; inclusion in this list does not establish grant eligibility:

Item	Concept
2.1	Sitework
2.2	Building Shell
2.3	Interior Finishes
2.4	Fire Protection
2.5	Mechanical/Electrical/Plumbing (MEP)
2.6	Kitchen Equipment (Warm-Up)
2.7	Laundry Equipment
2.8	GC General Conditions
2.9	GC Insurance & Bonds
2.10	Permit Fees
2.11	Utility Connection Fees
2.12	GC Overhead & Profit
2.13	Photovoltaic Array
2.14	Garage (YCOT & MCOT Operations)

The Construction Cost Limitation (CCL) established in Section 2 of this RFP is the maximum construction cost EHN intends to incur for the items comprising the CCL. The CMAR shall develop the proposed GMP so that the Cost of the Work and all other components within the CCL do not exceed the CCL, unless EHN approves an increase in writing. The $35,000,000 figure referenced in this RFP is a planning target and is used for proposal-comparison purposes only; it does not establish the final GMP.

If the CMAR's proposed GMP exceeds the CCL, EHN may, in its sole discretion and at no additional fee to the CMAR, require the CMAR to: (a) identify and evaluate value-engineering, resequencing, and scope-adjustment options to bring the GMP within the CCL; (b) work with JMT Architecture to modify the design and submit a revised GMP; (c) proceed with a reduced scope within the CCL; or (d) if the GMP cannot be brought within the CCL on terms acceptable to EHN, terminate the engagement upon payment of the Preconstruction Services fee earned through the date of termination, after which EHN may complete the Project by any lawful means.

Where the scope or GMP is reduced to meet the CCL, the CMAR's fee, if stated as a percentage, shall apply to the Cost of the Work as finally established, and the CMAR's fee shall not increase solely because the GMP is reduced to comply with the CCL.

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EHN's acceptance of any estimate, allowance, or contingency during Preconstruction Services does not waive the CCL or obligate EHN to accept a GMP that exceeds the CCL.

3. PROJECT DELIVERY AND CONTRACT STRUCTURE

EHN anticipates using the Construction Manager at Risk (CMAR) delivery method under AIA Document A133-2019, **Standard Form of Agreement Between Owner and Construction Manager as Constructor, where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price (GMP)**, subject to EHN's review and approval of the applicable contract form and general conditions (AIA Document A201-2017), each as modified by EHN's Supplementary Conditions to conform to Chapter 2269, Texas Government Code, and other applicable Texas law and to the requirements of EHN's project-specific grant agreement with the Texas Health and Human Services Commission (the "Funding Agreement"). If they conflict, the Supplementary Conditions control over the AIA forms. The AIA forms' arbitration provisions will be deleted; disputes will be resolved as provided in the Governing Law and Venue provision of this RFP unless EHN expressly elects otherwise in the executed Agreement.

The anticipated contract structure is as follows:

Phase 1 – Preconstruction Services

The selected CMAR will provide estimating, constructability reviews, value engineering, scheduling, procurement planning, risk identification, and coordination with EHN, JMT-A, and JMT-PM.

Phase 2 – Construction Services

Construction Services will be authorized through a separate written amendment establishing the agreed construction scope, Guaranteed Maximum Price (GMP), schedule, General Conditions, CMAR fee, insurance, bonds, and applicable allowances and contingencies. Selection for preconstruction does not guarantee the construction award. Each construction authorization requires confirmation of available funding, required approvals, and an executed amendment. The amendment shall establish payment documentation, audit access, contingency controls, savings reconciliation, and treatment of costs exceeding the GMP, subject to expressly authorized changes. The GMP amendment shall also incorporate the prevailing wage rates, retainage terms, performance and payment bonds, liquidated damages, Builder's Risk insurance, and Funding Agreement flow-down requirements described in the General Provisions of this RFP.

Early Construction Packages

EHN may authorize construction packages through separate written amendments as design and permitting progress. Each package must have a defined scope, price, schedule, and authorization before construction begins. The amendment shall identify package interfaces, scope-gap responsibility, required permits and bonds, cancellation exposure, and funding. Any advance purchase or deposit requires specific written approval and documented ownership, storage, insurance, and recovery protections. The parties shall establish how the cost of each authorized package will be incorporated into and reconciled with the overall GMP to avoid duplicate costs, including fees, General Conditions, insurance, bonds, allowances, and contingencies.

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No construction work may proceed without EHN's written authorization and an executed agreement or amendment covering that work.

The final agreement, amendments, and supplementary conditions shall be reviewed and approved by EHN before execution.

4. SCOPE OF PRECONSTRUCTION SERVICES

The selected CMAR shall provide the following services in coordination with EHN, JMT-A, and JMT-PM.

4.1 Estimating and Cost Control

- Prepare initial construction cost estimates based on available project information.
- Provide updated estimates at design milestones established in an EHN-approved deliverables schedule, identifying the pricing date, design basis, assumptions, exclusions, escalation, and reconciliation to the prior estimate and current budget.
- Maintain a transparent, itemized cost estimate identifying trade packages, quantities, unit costs, allowances, contingencies, and other relevant costs.
- Identify cost variances and recommend corrective measures to maintain the project budget. Notify EHN promptly of forecast overruns or funding gaps before related commitments; provide quantified scope, procurement, and schedule alternatives for approval. Submit a monthly cost report showing budget, commitments, actual costs, pending changes, contingency balances, forecast cost at completion, and monthly cash-flow projections through closeout.
- Reconcile estimates with JMT-A and JMT-PM and explain significant changes between estimates.

4.2 Constructability and Value Engineering

- Review drawings and specifications for constructability, coordination, sequencing, and potential conflicts.
- Identify opportunities for value engineering, resource optimization, and cost savings without compromising required performance, safety, quality, or operational needs.
- Evaluate proposed alternatives for cost, schedule, durability, maintenance, and long-term value. Quantify initial savings, implementation costs, operating and replacement costs, useful-life assumptions, and payback where applicable; distinguish one-time savings from costs shifted to operations. No alternative may be incorporated without EHN's written approval.
- Provide recommendations for EHN's consideration and approval.

4.3 Master Schedule and Early Construction Packages

Develop and maintain a logic-linked master project schedule incorporating design, permitting, procurement, construction, inspections, commissioning, and closeout.

The CMAR shall evaluate the feasibility of the following anticipated sequence of construction packages:

1. Sitework: Grading, drainage, storm sewer, and building pad preparation.
2. Under slab Utilities and Foundation: Plumbing and electrical utilities below the building slab, footings, and building slab.

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3. Early Procurement: Identification and procurement planning for long-lead materials, equipment, and systems.
4. Building and Remaining Construction: Building structure, enclosure, interior construction, building systems, site improvements, and remaining work.

The CMAR shall identify the design documents, permits, approvals, procurement lead times, and other prerequisites needed to release each package.

The CMAR shall also identify schedule risks and demonstrate how the proposed sequencing supports completion by December 31, 2028.

4.4 Procurement and Trade Contractor Selection

- Develop a procurement schedule for major trade packages and long-lead items.
- Recommend appropriate trade packaging and competitive procurement strategies consistent with §§ 2269.255 through 2269.257, Texas Government Code.
- Identify qualified subcontractors and suppliers.
- Assist with preparation and evaluation of bid packages.
- Provide bid tabulations, scope comparisons, and recommendations to EHN. Disclose procurement exceptions, related-party interests, proposed self-performed work, and scope exclusions; support recommendations with comparable pricing and documented best-value rationale. Obtain required EHN approval before awards and retain supporting bids and records for audit under the executed contract and applicable funding requirements.
- Identify potential subcontractor availability, market conditions, and procurement risks.
- Publicly advertise for and receive bids or proposals from trade contractors and subcontractors for the performance of all major elements of the Work other than minor work that may be included in the General Conditions, as required by § 2269.255(a), Texas Government Code. Advertisements shall be published in a newspaper of general circulation in El Paso County and posted on EHN's procurement website, and the CMAR shall document its outreach to HUB-certified, minority-, woman-, and locally owned trade contractors.
- The CMAR may seek to perform portions of the Work itself only if it submits its bid or proposal for that work in the same manner and at the same time as all other trade contractors and subcontractors and EHN determines in writing that the CMAR's bid or proposal provides the best value to EHN. Tex. Gov't Code § 2269.255(b). The CMAR shall not open or evaluate competing bids for any package on which it has bid except in the presence of EHN's representative.
- The CMAR shall review all trade contractor and subcontractor bids or proposals in a manner that does not disclose their contents during the selection process to any person not employed by the CMAR, JMT-A, or EHN; shall make all bids and proposals available to EHN on request; and shall make them public after award of the applicable trade contract or the seventh day after final selection of bids or proposals, whichever is later. Tex. Gov't Code § 2269.256(a).
- If the CMAR reviews, evaluates, and recommends a trade contractor or subcontractor bid or proposal and EHN requires another bid or proposal to be accepted, EHN will compensate the CMAR for any additional cost and risk actually incurred by a change in price, time, or GMP, as provided by § 2269.256(b), Texas Government Code. The CMAR shall quantify and document that cost and risk in writing when EHN gives the direction, and the direction shall not otherwise constitute a change to the Agreement. If a selected trade contractor or subcontractor defaults

or fails to execute a subcontract, the CMAR may, without advertising, itself fulfill the contract requirements or select a replacement, with notice to EHN, as permitted by § 2269.257, Texas Government Code.

- Each trade-bid package shall incorporate the prevailing wage rates adopted by EHN (Appendix J), the workers' compensation coverage requirements of 28 Texas Administrative Code § 110.110, the retainage limits of § 2252.032, Texas Government Code, the prompt-payment requirements of Chapter 2251, Texas Government Code, and the flow-down requirements of the Funding Agreement, each as described in the General Provisions of this RFP.

4.5 Risk Management and Coordination

- CMAR will maintain a project risk register identifying cost, schedule, design, permitting, procurement, and construction risks. Identify each risk's estimated financial exposure, likelihood, mitigation cost, responsible party, decision deadline, and residual exposure; update monthly and promptly escalate changes affecting funding or completion.
- CMAR will participate in coordination meetings with EHN, JMT-A, and JMT-PM.
- JMT-PM will provide meeting minutes, action items, and follow-up responsibilities.
- JMT-PM will identify required Owner decisions and establish reasonable decision deadlines.
- CMAR will coordinate constructability, schedule, and cost considerations with the design team.

4.6 GMP Development

- Develop the construction GMP as the design progresses and sufficient scope information becomes available. The CMAR shall submit its proposed GMP when the construction documents are at least 60% complete and sufficient scope information is available, and in any event in time to support Substantial Completion and final completion of the Project no later than December 31, 2028.
- During Preconstruction Services, the CMAR shall develop the proposed GMP on an open-book basis in coordination with EHN, JMT Architecture, and JMT Project Management, and shall provide EHN access to all estimates, quantity takeoffs, subcontractor and supplier pricing, and supporting cost data on request.
- The CMAR shall provide supporting cost documentation, including trade costs, General Conditions, CMAR fee, allowances, contingencies, insurance, bonds, and other applicable costs. Provide an open-book reconciliation from the latest estimate to the proposed GMP, including actual bids, unbought scope, early-package commitments, escalation exposure, and all proposed exclusions. Identify reimbursable and non-reimbursable costs and establish audit access to supporting records. The GMP is a ceiling, not an entitlement to payment of un-incurred costs; final payment shall reflect allowable actual costs and the agreed fee, subject to the executed contract.
- The CMAR shall explain assumptions, exclusions, qualifications, and risks affecting the GMP. The anticipated timing and content of the GMP submission shall be coordinated with EHN and the design team.
- EHN may accept, reject, or request revisions to the proposed GMP in its sole discretion. The GMP, the construction scope, the construction schedule, General Conditions, the CMAR fee, insurance, bonds, allowances, and contingencies become binding on EHN only when established in a written amendment to the Agreement executed by EHN. No construction work,

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and no early construction package, may proceed before EHN's written authorization and an executed amendment covering that work.

- If EHN and the CMAR do not reach agreement on a GMP acceptable to EHN, EHN may: (a) direct the CMAR to revise the proposed GMP; (b) continue Preconstruction Services while the design is modified and a revised GMP is prepared; or (c) terminate the engagement upon payment of the Preconstruction Services fee earned through the date of termination, after which EHN may complete the Project by any lawful means. The CMAR shall have no claim against EHN for anticipated profit or other damages arising from EHN's exercise of these rights.

5. PROPOSAL REQUIREMENTS

Proposals shall be organized in the following order.

5.1 Firm Qualifications and Relevant Experience

Provide:

- Company background and years in business.
- Experience with CMAR delivery for Texas governmental entities under Chapter 2269, Texas Government Code, including open-book GMP development and public trade-contractor procurement. Design-build experience may be described but is not required.
- Experience with healthcare, behavioral health, institutional, or similarly complex facilities.
- At least three relevant projects, including project size, construction cost, delivery method, completion date, and client references.
- Experience with phased construction and early construction packages.
- Experience delivering projects under compressed schedules.
- A statement that the Proposer is not JMT-A or JMT-PM and is not related to either of them within the meaning of § 2269.252(c), Texas Government Code, together with disclosure of any ownership, contractual, or business relationship with JMT-A or JMT-PM.
- The Proposer's safety record, including its experience modification rate (EMR) for each of the last three years, OSHA recordable and lost-time incident rates, and any OSHA citations within the last five years. Tex. Gov't Code § 2269.055(a)(5).

5.2 Proposed Project Team

Identify the proposed Project Executive, Project Manager, Superintendent or Construction Operations lead, Estimator, Scheduler, and other key personnel.

Provide resumes, relevant project experience, anticipated responsibilities, and expected availability for this project.

Identify proposed subcontractor outreach and procurement personnel who will support preconstruction and construction.

5.3 Financial and Bonding Capacity

Provide evidence of financial capacity and the ability to support a project of this size, including:

- A current surety letter stating single-project and aggregate bonding limits and available capacity for this project, together with the latest annual financial statements, current interim statements, and disclosure of material debt covenant defaults or liquidity constraints.
- Current aggregate bonded work and available bonding capacity.

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- Evidence of appropriate insurance capability.

  Financial information shall be submitted separately and marked with any claimed confidentiality basis; treatment remains subject to applicable public-information law, and confidentiality is not guaranteed.

5.4 Project Execution Plan

Describe the proposed approach to:

- Preconstruction estimating and cost control.
- Constructability reviews and value engineering.
- Coordination with EHN, JMT-A, and JMT-PM.
- Master scheduling and phased construction.
- Long-lead procurement.
- Trade contractor solicitation and selection.
- Risk management.
- GMP development.
- Achieving completion by December 31, 2028.

Include a preliminary milestone schedule identifying critical decisions, design milestones, permits, package releases, construction, commissioning, and closeout.

5.5 References

Provide at least three client references for comparable projects, including contact name, organization, telephone number, email address, and the proposer's role in the project.

6. COST PROPOSAL

Provide a separate, clearly identified cost proposal. All pricing shall be transparent, itemized, and sufficient for EHN to compare proposals on a consistent basis.

6.1 Preconstruction Services Fee

Provide a lump-sum fee for the proposed Preconstruction Services period. Identify the included deliverables, milestone dates, service duration, reimbursables, and total not-to-exceed compensation. Propose milestone-based payments tied to documented completed services and EHN acceptance; hours and rates support the lump sum and do not authorize additional billing. Identify any proposed credit against the construction fee without assuming that construction will be awarded.

Include a supporting breakdown showing:

- Personnel classifications and assigned responsibilities.
- Estimated hours by classification.
- Hourly billing rates.
- Direct expenses and reimbursable costs, if any.
- Assumptions, exclusions, and proposed limits on services.

Identify the anticipated duration of Preconstruction Services and any conditions that could result in additional fees. Additional services or fee adjustments require an executed written amendment establishing scope, price, schedule impact, and funding before the additional services begin. Passage of time alone does not authorize additional compensation; correction of the CMAR's deficient

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deliverables shall not generate additional fees. If construction is not authorized, payment remains limited to authorized services performed and documented contractual obligations.

6.2 Construction General Conditions

Provide an itemized estimate of Construction General Conditions based on an assumed 18-month construction period.

Identify, as applicable:

- Project management and field supervision.
- Project engineering and administrative support.
- Temporary offices and facilities.
- Temporary utilities and services.
- Site security and safety.
- Housekeeping and waste management.
- Temporary equipment, vehicles, and communications.
- Other project-specific General Conditions.

For each item, identify the quantity, unit, rate, duration, and total cost. Distinguish fixed costs from time-dependent costs and identify the estimated monthly General Conditions cost. State staffing allocations, labor burdens, equipment ownership or rental basis, and proposed extension or reduction rates. Identify the proposed compensation cap and reconciliation method; no extension, staffing increase, or rate adjustment is authorized without documented entitlement and EHN's written approval under the executed contract.

Clearly state which costs are included in the General Conditions, and which are included elsewhere in the proposal. Avoid duplicate charges.

6.3 CMAR Construction Fee

State the proposed CMAR Construction Fee as both:

- A percentage of the defined fee base; and
- A dollar amount calculated using an illustrative construction cost of $35 million.

For comparison only, all proposers shall multiply their proposed fee percentage by the same illustrative $35 million fee base; this hypothetical base is not a statement that the construction budget excludes the fee. Separately identify the proposed contractual fee base, exclusions, and treatment of General Conditions, insurance, bonds, contingencies, and changes, with no fee-on-fee or duplicate overhead and profit. The illustrative calculation is for proposal comparison and does not establish the final GMP. The final fee base and compensation method require EHN's approval in the executed agreement.

6.4 Change Order Markups

Provide proposed markup percentages for:

- CMAR-performed work.
- Subcontractor work.
- Sub-subcontractor work, where applicable.
- Overhead and profit.
- Change orders and other authorized changes.

Explain the application of markups to additive and deductive changes. Identify how credits, subcontractor savings, and changes in scope will be handled. No duplicate or cascading markup shall

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be applied to the same cost unless expressly authorized in the executed contract. Identify each tier's markup and the total effective markup, supported by an illustrative calculation. Changes require itemized cost support, associated credits, and documented schedule impacts; General Conditions adjustments must reflect demonstrable incremental costs. Proposed changes and pending claims do not increase the GMP without authorization under the executed contract.

6.5 Insurance, Bonds, Allowances, and Contingencies

Identify anticipated insurance and bond costs and explain whether they are included in General Conditions, the CMAR fee, or elsewhere.

Identify proposed allowances and contingencies, their intended uses, and the process for obtaining EHN approval before expenditure. EHN will hold a single Owner's Contingency within the GMP, controlled exclusively by EHN; no separate CMAR contingency will be allowed. Maintain a monthly transaction log showing original balances, approved uses, pending requests, and remaining balances; transfers do not increase the GMP or authorize scope changes. Unused allowances and contingencies shall be reconciled and credited to EHN in accordance with the executed contract. Disclose any proposed shared-savings arrangement separately; none is presumed, and contingency balances shall not automatically become CMAR fee or profit.

7. PROJECT SCHEDULE

The CMAR shall demonstrate a credible approach to completing the project no later than December 31, 2028.

The anticipated procurement and project milestones are:

Milestone	Anticipated Timing
RFP issued	November 2, 2026
Prebid conference	November 9, 2026, at 3:30 P.M. Mountain Time, at 201 E. Main, Suite 600, El Paso, Texas 79901. Attendance is not mandatory but is strongly encouraged. Check https://emergencehealthnetwork.org/procurement/ for details.
Vendor Questions deadline	November 13, 2026
Proposals due, public opening and Read-aloud	November 24, 2026
CMAR selection	December 3, 2026
Preconstruction Notice to Proceed	December 10, subject to required approval, executed agreement, and confirmed funding; no work may begin in reliance on anticipated subsequent Board Approval.
Design, permitting, and early package planning	To be proposed by CMAR
Construction and phased package releases	To be proposed by CMAR
Substantial completion, commissioning, and closeout	Must support final completion by December 31, 2028

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The CMAR shall submit a preliminary logic-linked schedule with the proposal. The schedule shall identify critical-path activities, design and permitting dependencies, procurement lead times, early package release dates, construction duration, commissioning, inspections, and closeout.
The CMAR shall identify schedule assumptions and potential risks and propose mitigation measures. Identify required funding and owner-approval dates, monthly projected expenditures, and the cost of proposed acceleration or delay mitigation. Before construction authorization, EHN shall confirm that the schedule aligns with the executed funding agreement's performance period and payment milestones; assumed grant extensions do not constitute available funding. Reconcile the 18-month pricing assumption with the proposed construction schedule and identify cost impacts for approval.

Procurement Protocols & RFP Response Package Instructions

Notice to Interested Parties

Proposals must be sealed before delivery, as required by § 2269.059, Texas Government Code, and must be received at the following address **not later than 3:00 P.M. Mountain Time on November 24, 2026** (the "Submission Deadline"): **Emergence Health Network, Attention: Purchasing Department, 201 E. Main Suite 600, El Paso, Texas 79901**. Each Proposer shall deliver one (1) signed original and one (1) complete electronic copy (searchable PDF on a USB flash drive) inside a single sealed package. The Cost Proposal (Section 6 and Appendix I) shall be placed in a separate sealed envelope inside that package and marked "Cost Proposal." Proposals delivered by email, facsimile, or any other electronic transmission will not be accepted. Proposals received after the Submission Deadline will not be opened and will be returned unopened. Proposers bear all risk of delivery, including courier and postal delays.

Corporate address:
EMERGENCE HEALTH NETWORK
201 E. Main Suite 600
El Paso, TX 79901
(915) 887-3410
Attention: Legal Department

The outside of the sealed package, and the separate Cost Proposal envelope, must be marked with the Proposer's name and address and the following:

"Construction Manager at Risk (CMAR) – Preconstruction Services
Behavioral Health East Campus – El Paso, Texas RFP # 27-002"

Response & Communication Protocols

From the date this RFP is issued until EHN awards the contract, a Proposer, its representatives, and anyone acting on its behalf shall not communicate about this procurement with any member of EHN's Board of Trustees, any EHN officer or employee, or any representative of JMT-A or JMT-PM, except through written questions submitted to bidquestions@ehnelpaso.org as provided below, at the pre-

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proposal conference, or in interviews that EHN schedules. A violation may result in disqualification of the Proposer. Any questions or additional information required by interested vendors must be emailed to: bidquestions@ehnelpaso.org before 3:00 P.M. MST November 13, 2026 (Q & A Period Closes") Solicitation number and title must be on the "Subject Line" of the email. Attempts to circumvent this requirement may result in rejection of the proposal as non-compliant. EHN anticipates posting written responses to timely questions as an addendum on its procurement website not later than November 17, 2026. Only written addenda bind EHN.

Any changes in the specifications will be posted on the EHN website as an addendum. It shall be the proposer's responsibility to check the website prior to the due date/opening to verify whether any addendums have been posted. Website: www.emergencehealthnetwork.org; Procurement.

In order to remain active on the Emergence Health Network Vendor list, each vendor receiving this proposal must respond in some form. Vendors submitting proposals must meet or exceed all requirements herein. Vendors not responding to the request must submit their reason in writing to the Emergence Health Network.

Responses must follow the prescribed format detailed in this section in order to be accepted.

Response Package Components

Proposals should be prepared as simply and economically as possible while providing straight-forward and concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. Technical literature about the Proposer's experience and qualifications may be included. However, emphasis should be on completeness and clarity of content. In order to expedite the evaluations, it is essential that specifications and instructions contained in this document be followed as closely as possible.

Organizations and Format

Proposers need to organize their proposals as defined below to ensure consistency and to facilitate the evaluation of all responses. All the sections listed below must be included in the proposal, in the order presented, with each section tabbed and labeled as listed below.

- Transmittal Letter and all other Required Forms
- Summary of Proposal
- Technical Proposal — responses to Sections 5.1 through 5.5 of this RFP, in that order, including the preliminary logic-linked schedule required by Section 7, the safety record and JMT-A/JMT-PM relationship statement required by Section 5.1, the litigation disclosure, the Mental Health Friendly Workplace narrative, the principal-place-of-business statement, and the HUB and Local Business Outreach Plan
- Cost Proposal (Section 6 and Appendix I), in the separate sealed envelope required under Notice to Interested Parties
- Appendix A: EHN Signature Page
- Appendix B: Deviation Form
- Appendix C: HUB Subcontracting Plan
- Appendix D: Conflict of Interest Questionnaire
- Appendix E: Certification Regarding Lobbying

- Appendix F: EHN appointed officials and employees
- Appendix G: Solicitation Checklist
- Appendix H: Acronyms
- Appendix I: Pricing Worksheet/Bid Form
- Appendix J: Prevailing Wage Rate Determination

Responses to this RFP must include the following components:

TRANSMITTAL LETTER

In the Transmittal Letter section of the proposal, the Proposer must submit a transmittal letter that accomplishes the following:

- Identifies the Proposer.
- A commitment by the company to provide the services required by EHN.
- States the proposal is firm and effective for not less than one hundred twenty (120) calendar days after the Submission Deadline.
- Is signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each Proposer must sign the transmittal letter. Members of a joint venture shall be jointly and severally liable for performance of the Agreement, and the required bonds and insurance shall be issued in the name of the joint venture and cover all members.
- The proposer shall provide a statement of expertise, qualifications and experience in performing a targeted similar task.
- Include a statement of acceptance of the terms and conditions of the contract resulting from this RFP.
- If a Proposer takes exception to any of the proposed benefits, terms and conditions stated in this RFP, those exceptions must be noted in the appropriate section of the response.

SUMMARY OF PROPOSAL

- A brief statement as to why the provider is uniquely qualified to provide requested services to EHN.
- A brief summary highlighting the most important points of this proposal.
- Detail your company's overall qualification and abilities to handle the specific items addressed in the response section of this RFP.
- Along with narrative detailing the qualifications of your company, please list the qualifications, physical location, and background of the personnel who will be directly involved with this account.
- Provide a statement that criminal background checks have been conducted, or will be conducted prior to the start of services, on all employees who will be working on the EHN account. It shall be the provider's responsibility to provide for the safety of workers and the public in compliance with the requirements of insurance and public health and safety. Emergence Health Network requires all workers on-site to have a company badge and to sign in at each facility they are performing work at. A State level background check with the Texas Department of Public Safety to also include Sex offender and fingerprinting data must be completed and turned into the Department of Human Resources prior to working on EHN sites. EHN has the right to remove workers who are not in compliance with these safety requirements.
- If applicable proposer must disclose if it is involved in any current or pending litigation. Disclosure will NOT be grounds for automatic disqualification of Offeror; however, failure to disclose will be grounds for termination and seeking of remedies allowed by law or equity

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OPTIONAL FEATURES, PRODUCTS, AND SUPPLEMENTAL SERVICES

Respondents are encouraged to submit and describe in detail in their Offer optional features, products or services that would benefit EHN but are not part of the minimum requirements of this RFP. Optional services may include, for example, enhanced preconstruction deliverables (such as building information modeling, energy modeling, or life-cycle cost analysis), alternative phasing strategies, or alternative pricing structures. In its Offer, Respondent must describe with specificity any proposed optional features, products, or services. For pricing associated with optional items that exceed the minimum requirements of this RFP, Respondent must include the line item cost associated with each proposed optional feature, product, or service on a separate Pricing Worksheet/Bid Form titled "Optional Features, Products, and Services".

HUB AND LOCAL BUSINESS OUTREACH PLAN

Submit a narrative describing the Proposer's plan to solicit and encourage participation by HUB-certified, minority, woman, and locally owned trade contractors and suppliers during trade-package procurement, consistent with § 2269.055(b), Texas Government Code. The HUB Subcontracting Plan form (Appendix C) need not be completed for individual subcontractors at the proposal stage, because trade contractors will be procured during the Construction Phase. A Proposer shall submit Appendix C signed and marked "To be submitted with each trade-package award recommendation," which is responsive. The CMAR shall submit a completed Appendix C for each subcontractor and supplier with each trade-package award recommendation during the Construction Phase.

INSURANCE COVERAGES

Proposers must have insurance coverages as noted elsewhere in this RFP. Certificates of insurance and the required endorsements must be provided within ten (10) business days after contract execution and before any work begins, as stated in the General Provisions. Proposers may include sample certificates with their proposals.

FINANCIAL CONSIDERATION

Include a copy of your latest annual report, financial statement or other comparable documentation. As evidenced by the financial information requested of each Proposer, indication that the Proposer is financially stable and able to provide related services in its entirety.

QUALITY ASSURANCE

EHN reserves the right to evaluate and document the CMAR's performance, to report that performance to HHSC and to any other governmental entity that requests a reference, and to consider it in future procurements. EHN may evaluate the CMAR's performance based on:

a. Information prepared by EHN in planning the procurement that assessed the need for the purchase together with the specifications for the good or service and the criteria to evaluate the responses resulting in an award and contract;
b. Compliance with the material terms of the contract;
c. Ability to correct instances of contractual non-compliance; and
d. Other evaluation criteria as deemed necessary.

CUSTOMER REFERENCES

Provide a minimum of three (3) customer references similar to the goods or services sought under this RFP. References from at least three (3) different individuals are required to satisfy the requirement above. Proposer shall submit with this proposal a list of at least three (3) references that pertain to this type of

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service or similar project performed by the firm, preferably for government agencies. Include the name of the firm, the name of the representative, address, telephone number, email address.

NOTE: EHN will not accept late references or references submitted by any means other than that which is described above. EHN will not review more than the number of required references indicated above. EHN reserves the right to confirm and may consider clarification responses in the evaluation of references. EHN is under no obligation to clarify any reference information.

TERM

The Agreement shall begin on the Preconstruction Notice to Proceed, anticipated in December 2026, and, if Construction Services are authorized by written amendment, shall continue through Final Completion and the expiration of the one-year correction period and all warranty obligations under the Agreement. If Construction Services are not authorized, the Agreement shall expire upon completion of the Preconstruction Services and payment of the Preconstruction Services fee earned. Exact dates will be established in the Agreement and the GMP amendment.

PROPOSAL PRICING

Pricing shall be itemized for all items requested in this proposal. Brief notes referencing specific line items may be included, if necessary, for an explanation. EHN will select and award the products and services that best meet its needs. Submit the Pricing Worksheet/Bid Form (Appendix I) and the EHN Signature Page (Appendix A) as required herein.

PAYMENTS AND DISCOUNTS

Successful Respondent shall include in their proposal a payment schedule in accordance with the Pricing Worksheet/Bid Form and the contract resulting from this RFP.

Successful Respondent at any time during the term of the contract provides a discount on the final contract costs, Successful Respondent will notify EHN in writing ten (10) calendar days prior to effective date of discount. Respondent must describe in its Offer with specificity the early payment discount offered and the discount percentage that would apply to EHN's early payment.

REVIEW PROCESS

This RFP is not intended to favor any vendor. It is solely designed to provide the best value to EHN in meeting organizational needs. EHN may evaluate RFP responses of all or any individual category as many times as deemed necessary by the Evaluation Committee. After an initial evaluation, EHN may establish a competitive range and conduct interviews or request clarifications as provided under Evaluation Criteria. EHN will then rank the proposals and negotiate only with the highest-ranked Proposer, in the order required by § 2269.254, Texas Government Code, as provided under Clarifications and Negotiations. The Evaluation Committee will make a recommendation to the Chief Executive Officer, who will present it to the Emergence Health Network Board of Trustees for approval.

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EVALUATION CRITERIA

Evaluation Criterion	Points
Relevant project experience	20
CMAR delivery-method experience (Chapter 2269 open-book GMP development and public trade-contractor procurement)	20
Bonding and financial capacity	15
Schedule and ability to meet the completion deadline	15
Project execution plan and collaboration with EHN, JMT-A, and JMT-PM	20
Cost proposal transparency and competitiveness	10
Total	**100**

Each criterion will be scored as a percentage of its assigned weight, based on the following scale:
Excellent: 90–100%
Good: 75–89%
Fair: 50–74%
Poor: 25–49%
Unacceptable: 0–24%

Detailed Scoring Methodology. As required by § 2269.056(b)(3), Texas Government Code, each criterion will be scored as follows. Each member of the Evaluation Committee will independently assign a rating to each criterion using the scale above and the standards stated below; the rating percentage will be multiplied by the criterion's assigned points; and each Proposer's total score will be the average of the evaluators' total scores. Information in the separately sealed Cost Proposal will be considered only under the "Cost proposal transparency and competitiveness" criterion.

Relevant project experience (20 points). Excellent: three or more completed healthcare, behavioral-health, or similarly complex institutional projects of comparable size $25 million or more in construction cost completed within the last ten years, with favorable references verified by EHN. Good: three comparable projects, one or more of which is smaller than the stated size or has mixed references. Fair: fewer than three comparable projects, or no healthcare or behavioral-health experience. Poor: limited relevant experience. Unacceptable: no relevant experience, or references that cannot be verified.

CMAR delivery-method experience (20 points). Excellent: three or more CMAR projects for Texas governmental entities completed within the GMP, with documented open-book GMP development and public trade-contractor procurement under Chapter 2269 or its predecessor statutes. Good: two such projects. Fair: one such project, or CMAR experience only for private owners. Poor: CMAR experience limited to a supporting role. Unacceptable: no CMAR experience.

Bonding and financial capacity (15 points). Excellent: current surety letter confirming single-project capacity of at least $50 million and aggregate capacity sufficient for this Project in addition to current backlog, audited financial statements for the last two fiscal years, and no disclosed covenant default or liquidity constraint. Good: single-project capacity of at least $35 million with reviewed statements. Fair:

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single-project capacity of at least $35 million but with compiled statements only or a disclosed constraint. Poor: single-project capacity below $35 million. Unacceptable: no surety letter or no financial statements.

Schedule and ability to meet the completion deadline (15 points). Excellent: logic-linked preliminary schedule demonstrating Final Completion by December 31, 2028 with identified float, realistic permitting and procurement durations, and credible mitigation of identified risks. Good: credible schedule with minor gaps. Fair: schedule meets the deadline only with unsupported assumptions. Poor: schedule does not clearly demonstrate the deadline. Unacceptable: no schedule, or schedule exceeds the deadline.

Project execution plan and collaboration with EHN, JMT-A, and JMT-PM (20 points). Excellent: specific, project-tailored approach to each element listed in Section 5.4, with named key personnel committed to the Project for its duration and demonstrated experience working with an owner's program manager and architect of record. Good: complete approach with limited project-specific detail. Fair: generic approach. Poor: incomplete approach, or key personnel not identified. Unacceptable: no execution plan.

Cost proposal transparency and competitiveness (10 points). A responsive Cost Proposal with the lowest Total for Proposal Comparison on Appendix I will receive 100 percent. Each other responsive Cost Proposal will receive a percentage equal to the lowest Total for Proposal Comparison divided by that Proposer's Total for Proposal Comparison, reduced by up to 25 percentage points for incomplete itemization, duplicate charges, fee-on-fee, or unexplained exclusions or qualifications. Unacceptable: Cost Proposal missing, unsealed, or materially incomplete.

The EHN Selection Committee will evaluate proposals based on completeness, responsiveness, demonstrated understanding of the project, qualifications, experience, and proposed approach. Individual evaluator scores will be consolidated to determine each proposer's total score and final ranking.
Example: If a criterion is worth 20 points and a proposer receives a rating of 95%, the score for that criterion would be 19 points.

EHN may establish a competitive range of the most highly rated Proposers and may conduct interviews or request clarifications or discussions with Proposers in that range. If interviews are conducted, they will not be separately weighted; evaluators may revise their ratings under the published criteria and scoring methodology based on information obtained in interviews and shall document the basis for any revision. Interviews may not be used to modify fees or prices read aloud at the public opening.

Not later than the 45th day after the date on which the final proposals are opened, EHN will evaluate and rank each proposal submitted in relation to the published criteria. Tex. Gov't Code § 2269.253(g).

CLARIFICATIONS AND NEGOTIATIONS

EHN may request written clarifications from Proposers in the competitive range. A clarification may not change the fees or prices read aloud at the public opening or otherwise materially alter the proposal, and EHN will not request best and final offers before ranking. Consistent with §§ 2269.253(g) and 2269.254, Texas Government Code, EHN will rank the proposals as submitted and will negotiate fees, prices, and contract terms only with the highest-ranked Proposer and, if those negotiations are formally ended in writing, with the next-ranked Proposer in order of ranking. Proposers should submit their best fees and prices with their initial proposals.

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EHN will first attempt to negotiate a contract with the highest-ranked Proposer at a fair and reasonable price. If EHN is unable to negotiate a satisfactory contract with that Proposer, EHN will, formally and in writing, end negotiations with that Proposer and proceed to negotiate with the next Proposer in the order of the ranking, continuing until a contract is reached or EHN ends negotiations with all ranked Proposers. Any award is contingent upon approval by the EHN Board of Trustees and execution of the contract by EHN's Chief Executive Officer.

Not later than the seventh day after the date the contract is awarded, EHN will make public the rankings, the evaluations (including all scores), and the documented basis of its selection, as required by §§ 2269.056(c) and 2269.254(d), Texas Government Code. A Proposer may, by written request made after the contract is awarded, obtain the documents relating to the evaluation of its proposal, including its ranking, which EHN will provide not later than the 30th day after the date of the request. Tex. Gov't Code § 2269.060.

A Proposer that wishes to protest the terms, conditions, or specifications of this RFP must submit the protest in writing to EHN Purchasing Department not later than five (5) business days before the Submission Deadline. A Proposer that wishes to protest the evaluation, ranking, or award must submit the protest in writing not later than five (5) business days after EHN makes the rankings and basis of selection public. A protest must state the specific grounds and the relief requested. EHN will review timely protests and issue a written determination, which will be final. A protest does not stay the procurement unless EHN's Chief Executive Officer so determines in writing. The protest procedure in this Section is the exclusive administrative remedy, and a Proposer that fails to file a timely protest waives any objection to the matter that could have been raised.

General Provisions

These General Provisions are considered standard language for all EHN proposals and RFP/IFB documents. If any "specific proposal requirements" differ from the General Provisions listed here, the "specific proposal requirements" shall prevail.

1. RFP PACKAGE
   The proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must include all forms provided by EHN, completed in their entirety and signed by an authorized representative by original signature. Any individual signing on behalf of the proposal expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by the CEO and approved by the Board of Trustees. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the individual signing the proposal. Changes must also be made to any electronic copies submitted. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans, and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with EHN.

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2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this proposal to the bidquestions@ehnelpaso.org or assigned designee, unless otherwise specifically noted.

An authorized person from the submitting firm must sign all proposals. The signature acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance with the terms, conditions, and specifications.

Please carefully review this Request for Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

3. PUBLIC OPENING OF PROPOSALS

Pursuant to Texas Government Code § 2269.253(f), all proposals timely received in response to this Request for Proposals will be publicly opened at 201 E. Main, Suite 600, El Paso, Texas 79901, on November 24, 2026, at 3:30 P.M. MST. At the public opening, EHN will read aloud the name of each offeror and the fees and prices, if any, stated in each proposal, as applicable and required by law.

The public opening does not constitute an evaluation, ranking, recommendation, selection, or award. Following the public opening, EHN will evaluate and rank the proposals in accordance with the selection criteria and weighted values set forth in this RFP and Texas Government Code Chapter 2269.

4. PROPOSER'S RESPONSIBILITY

The preferred proposer will:

- Demonstrate continuous operation of their business for services requested under this RFP for a minimum of 3 years;
- Demonstrate adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders that may be required in performing the services requested under this RFP;
- Demonstrate a satisfactory record of performance for the services requested under this RFP; and
- Demonstrate a satisfactory record of integrity and ethics.

5. REJECTION/DISQUALIFICATION OF PROPOSALS

EHN reserves the right to: (1) Reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts in seeking proposals or execution of a resulting contract for any reason or no reason whatsoever. EHN reserves the right to accept or reject all or any part of the proposal, waive technicalities, or to award by item or by total proposal; (2) Proposals may be rejected for any of (but not limited to) the following:

a. Failure to use the proposal form(s) furnished by EHN, if applicable.
b. Lack of signature by an authorized representative that can legally bind the company on the proposal form.
c. Failure to properly complete the proposal.
d. Proposals that do not meet the mandatory requirements.
e. Evidence of collusion among proposers.
f. Proposer, or a principal of Proposer, is presently debarred, suspended, or otherwise excluded from participation in state or federal contracts, or is identified on a list prepared and maintained

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under §§ 806.051, 807.051, or 2252.153, Texas Government Code, with which a governmental entity may not contract under § 2252.152, Texas Government Code.

6. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS
   It is the responsibility of the prospective proposer/bidder to review the entire RFP/IFB packet and to notify EHN if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or proposal procedures must be received by EHN not later than five (5) business days before the Submission Deadline, as provided in the protest provisions of this RFP, so that EHN may issue any necessary addendum before proposals are due. Vendors are to propose as specified herein or propose an approved equal/substitutes.

7. SUBSTITUTES
   It is not EHN's intent to discriminate against any material of equal merit to those specified. However, should the proposer desire to use any substitutions, prior written approval shall be obtained from EHN prior to the Question Deadline in order that an addendum might be issued.

8. EXCEPTIONS TO PROPOSAL
   The proposer will complete and submit the attached deviation form should proposer require any exceptions to the conditions of the proposal. If no deviations are stated, it will be understood that all general and specific conditions will be complied with, without exception.

   The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by EHN. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered.

   EHN reserves the right to offer these alternatives to other proposers.

9. PRICING
   Proposals for equipment shall offer new (unused) equipment or merchandise unless otherwise specified. Quotes F.O.B. destination. If otherwise, show exact cost to deliver. Proposal will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to EHN, including all freight or shipping charges. In case of error in extension, unit prices shall govern. Proposal subject to unlimited price increases will not be accepted. EHN is tax exempt and no taxes should be included in your proposal. Price should be itemized. Unless prices and all information requested are complete, the proposal may be disregarded and given no consideration.

   In case of default by the Proposer, EHN may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the CMAR, the difference between the price named in the contract of purchase order and the actual cost thereof to EHN. Prices paid by EHN shall be considered the prevailing market price at the time such purchase is made.

   All costs associated with the Services, as defined by this RFP, must be included in the Respondent's Offer. Offers that do not meet all the requirements or contain all the required documentation specified in this RFP will be rejected as non-responsive.

10. TAX EXEMPTION
    Pursuant to Texas law, EHN, a governmental agency, qualifies for exemption from sales, excise and use

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taxes. In accordance with Texas law, a taxable item sold, leased, or rented to, or stored, used, or consumed by EHN is exempt from tax.

11. MODIFICATION OF PROPOSALS

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the consideration of same. No substitutions or cancellations for merchandise will be permitted without written approval of EHN.

12. SIGNATURE OF PROPOSALS

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number ("FEIN"). Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposer from being considered by EHN. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to render the proposal and to sign the proposal sheets and contract under the terms and conditions of this Proposal and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is fully executed by both parties.

13. AWARD OF BID/PROPOSALS-EVALUTATION CRITERIA AND FACTORS

An award will be offered to the responsible proposer whose proposal is determined to be the best value and demonstrates the best ability to fulfill the requirements set forth in an RFP. The proposed fees and prices will be considered firm and may not be altered after the Submission Deadline, except through negotiations with the highest-ranked Proposer conducted in the order required by § 2269.254, Texas Government Code.

A proposer whose proposal does not meet the mandatory requirements set forth in this RFP will be considered noncompliant. Each proposer, by submitting a proposal, agrees that if its proposal is accepted by EHN, such proposer will furnish all items and services upon the terms and conditions in this proposal and any resultant contract. Proposer shall submit to EHN, for approval, within 10 business days of contract execution, with coverage in force before any work, all certificates of insurance evidencing the required coverage as described under the section entitled "Insurance".

14. PUBLIC INFORMATION ACT

The parties agree that EHN is a governmental entity for purposes of the Texas Public Information Act ("TPIA"), codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Proposer acknowledges that any and all information submitted to EHN is subject to disclosure to third parties as per the requirements of the TPIA. A Proposer that believes specific information in its proposal is excepted from disclosure (for example, under § 552.104 or 552.110, Texas Government Code) must clearly mark that information at the time of submission; marking an entire proposal confidential is not permitted and may render the proposal non-responsive. If EHN receives a request for marked information, EHN will notify the Proposer as provided by § 552.305, Texas Government Code, and the Proposer is responsible for asserting its

own exceptions with the Office of the Attorney General. EHN makes no representation that any information will be withheld.

15. RESULTANT CONTRACT

Any resultant contract shall be executed by both parties before taking effect. The contract documents shall consist of the contract, any addenda or amendments thereto, the general and special provisions, the drawings, proposal package and any addenda issued, and any change orders issued during the work.

The contracts to be entered into between EHN and those whose proposals are accepted shall include, in addition to additional terms as agreed to by the parties, the following provisions.

The terms "CMAR," "Construction Manager" (as used in AIA Document A133-2019), and "Contractor" (as used in AIA Document A201-2017 or elsewhere in the Contract Documents) each mean the Proposer to whom the Agreement is awarded.

Governing Law and Venue

The CMAR acknowledges that EHN is a governmental agency established under the laws of the State of Texas. The parties agree that this contract is governed by the laws of the State of Texas. Exclusive venue for any legal claim shall lie in the state courts of El Paso County, Texas, or, if federal jurisdiction exists, in the United States District Court for the Western District of Texas, El Paso Division. The CMAR shall exhaust any claim procedure in the Agreement before filing suit. Nothing in this provision waives EHN's immunity.

Texas Tort Claims Act

The CMAR acknowledges that EHN is a governmental agency and subject to the Texas Tort Claims Act, Texas Civil Practice and Remedies Code Chapter 101. Nothing in this Agreement shall be construed as a waiver of the rights or immunities available to EHN under the Texas Tort Claims Act.

General Conditions and Stipulations

a. ***Indemnification and Worker's Compensation****. To the fullest extent permitted by law, and subject to Chapter 151, Texas Insurance Code, to the extent that chapter applies, the CMAR shall defend, indemnify, and hold harmless EHN and its trustees, officers, officials, agents, and employees from and against all claims, damages, losses, liens, fines, penalties, and expenses, including reasonable attorney's fees and costs of defense, arising out of or resulting from (i) the negligent acts or omissions, willful misconduct, or breach of the Agreement by the CMAR, its subcontractors of any tier, suppliers, or anyone for whose acts they may be liable; (ii) any lien, claim, or demand asserted by a subcontractor, supplier, or worker for labor or materials furnished to the Project; (iii) any violation of law by the CMAR or its subcontractors, including Chapter 2258, Texas Government Code; or (iv) infringement of any patent, copyright, or other intellectual property right in materials, methods, or systems furnished by the CMAR. This indemnity does not require the CMAR to indemnify EHN for claims to the extent caused by EHN's own negligence or fault, except as permitted by § 151.103, Texas Insurance Code, for claims by employees of the CMAR or its subcontractors. The "Indemnification and Bonds" provision of these General Provisions is a construction-specific application of, and shall be read together with, this provision. The CMAR acknowledges that EHN, as a governmental agency cannot indemnify third parties as per the requirements of Texas law.*

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b. ***Independent Contractor.*** *It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto. Further, nothing in this agreement shall be construed as establishing the CMAR as the agent, representative or employee of EHN for any purpose or in any manner whatsoever. The CMAR represents it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the CMAR or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the CMAR, its officers, agents, or employees shall in no way be the responsibility of EHN. Such personnel or other persons employed by the CMAR shall not be entitled to any compensation, rights or benefits of any kind available to EHN employees, including, without limitation, medical and hospital care, sick and vacation leave, worker's compensation, unemployment compensation, disability, or severance pay.*

Right to Terminate

EHN reserves the right to terminate this Agreement subject to thirty (30) calendar days' written notice to the CMAR. The CMAR may submit a written request to terminate this Agreement only if EHN should substantially fail to perform its responsibilities as provided herein. Upon termination for convenience, the CMAR shall be paid for authorized services properly performed and accepted through the effective date of termination and shall have no claim for anticipated profit, unabsorbed home-office overhead, or consequential damages.

EHN's obligations under the Agreement are contingent on the continued availability and receipt of the state funds appropriated for the Project and administered by HHSC under the Funding Agreement, and on EHN's lawful appropriation and budgeting of any other funds required for the Project. If those funds are reduced, withheld, or terminated for any reason, or if HHSC disapproves any expenditure, EHN may terminate or suspend the Agreement, in whole or in part, or reduce the scope of the Work, upon written notice, and EHN's liability shall be limited to payment for authorized services properly performed and accepted before the effective date of termination. The CMAR shall have no claim for anticipated profit, unabsorbed home-office overhead, or consequential damages arising from such termination or suspension. The Agreement does not create a debt or general obligation of EHN or of the State of Texas.

However, EHN can immediately terminate this Agreement for cause. The term "for cause" shall mean that the CMAR fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the EHN's notification to the CMAR.

If the Project site or the Work is destroyed or substantially damaged by fire or other casualty, or if a governmental authority having jurisdiction prohibits performance, either party may suspend performance upon written notice, and the parties shall promptly confer to determine whether and on what terms the Work will continue. The CMAR may not cancel the Agreement on this basis without EHN's written consent, and any resulting adjustment to the GMP or the Contract Time shall be made only by written amendment executed by EHN.

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Liability for Loss and Damages

Any damages by the CMAR to an EHN facility including equipment, furniture, materials or other EHN property, will be repaired or replaced by the CMAR to the satisfaction of EHN at no cost to EHN. EHN may, at its option, repair any such damage and deduct the cost thereof from any sum due the CMAR under this Agreement.

Computer Software Management Memo

The CMAR certifies that it has appropriate systems and controls in place to ensure that EHN funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Accounting Principles

The CMAR will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; the CMAR cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

Liability for Nonconforming Work

All work provided by the CMAR shall conform to the latest requirements of federal, state, and local regulations. The CMAR is responsible for compliance with all applicable laws, codes, rules and regulations in connection with work performed under this agreement.

The CMAR will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the CMAR's deadline, the CMAR will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, EHN, in its sole discretion, may use any reasonable means to cure the nonconformity. The CMAR shall be responsible for reimbursing EHN for any additional expenses incurred to cure such defects.

Subcontractor/Consultant Information

The CMAR is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the CMAR shall notify EHN in writing within ten (10) working days of any changes to the subcontractor and/or consultant information.

Temporary Nonperformance

If, because of mechanical failure or for any other reason, the CMAR shall be temporarily unable to perform the work as required, EHN, during the period of the CMAR's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the CMAR for any additional costs above the Agreement price.

Neither the CMAR nor EHN shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by

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the exercise of all reasonable due diligence, such party is unable to overcome.

Extension of Term

If it is determined to be in the best interest of EHN, this Agreement may be amended to extend the term. Upon signing the amendment, the CMAR hereby agrees to provide services for the extended period at the rates specified in the original Agreement. Agreement shall not be set for auto renewal.

Prohibition on Contracts with Companies Boycotting Israel

Pursuant to Chapter 2271 of the Texas Government Code, the CMAR represents and warrants that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

Prohibition on Contracts with Companies on Terrorism Watchlist and with Foreign Terrorist Organizations

Pursuant to Executive Order No. 13224, the CMAR represents and warrants that it is not listed on the federal terrorism watchlist. Pursuant to § 2252.152 of the Texas Government Code, the CMAR represents and warrants that is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

Verifications Regarding Energy Companies and Firearm Entities

Pursuant to Chapter 2276, Texas Government Code, the CMAR verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. Pursuant to Chapter 2274, Texas Government Code, the CMAR verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. Terms used in this provision have the meanings assigned by §§ 2274.001 and 2276.001, Texas Government Code. These verifications, and the verification regarding Israel above, apply to the extent the Agreement is with a company that has ten (10) or more full-time employees and has a value of $100,000 or more to be paid wholly or partly from public funds of EHN.

Medicaid Vendor List

Pursuant to requirements of the U.S. Department of Health and Human Services, Office of Inspector General, the CMAR represents and warrants that none of its employees have been excluded from participating in federally funded health care programs and that they are not listed on the List of Excluded Individuals and Entities.

Monitoring Performance

EHN shall have the unfettered right to monitor and audit the CMAR's work in every respect. In this regard, the CMAR shall provide its full cooperation and ensure the cooperation of its employees, agents, assigns, and subcontractors. Further, the CMAR shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the CMAR's work and performance under this Agreement. In the event any such material is not held by the CMAR in its original form, a true copy shall be provided.

The CMAR understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, HHSC, EHN, and their designees to conduct an audit or investigation in connection with those funds, see Tex. Gov't Code § 321.013, and agrees to cooperate fully with any such audit or investigation, to provide all books, accounts, records, and data (including electronic data) requested, and to include this requirement in every subcontract of any tier. The CMAR

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shall maintain, and shall require each subcontractor to maintain, complete and accurate books and records relating to the Agreement — including cost records supporting the Cost of the Work, trade-contractor bid and procurement records, certified payroll and prevailing-wage records, and change-order support — for not less than seven (7) years after final payment and the resolution of all audits, claims, and litigation, or any longer period required by the Funding Agreement.

Because the Agreement is expected to have a stated expenditure of, or to result in the expenditure of, at least $1,000,000 in public funds for the purchase of goods or services, Subchapter J, Chapter 552, Texas Government Code, applies (Tex. Gov't Code § 552.371). As required by § 552.372, the CMAR shall (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to EHN for the duration of the Agreement; (2) promptly provide to EHN any contracting information related to the Agreement that is in the custody or possession of the CMAR on request of EHN; and (3) on completion of the Agreement, either provide at no cost to EHN all contracting information related to the Agreement that is in the custody or possession of the CMAR, or preserve that information as provided by EHN's records retention requirements. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and the Agreement, and the CMAR agrees that the Agreement can be terminated if the CMAR knowingly or intentionally fails to comply with a requirement of that subchapter.

Change in Law and Compliance with Law

Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto and shall become effective on the date designated by such law or by regulation.

16. PROPOSER INVESTIGATION

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the Agreement and to verify any representations made by EHN upon which the Proposer will rely. If the Proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Proposer for additional compensation.

17. NO COMMITMENT BY EHN

This Proposal does not commit EHN to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this proposal, or to procure or contract for services or supplies.

18. SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the Invitation for Bid or Request for Proposals, a detailed cost proposal may be requested of the single Proposer. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
EHN anticipates making a contract award to one (l) Successful Respondent for the Services required by this RFP. EHN reserves the right not to award a contract for the performance of all or part of the requirements of this RFP. This RFP is not exclusive and EHN reserves the right to issue additional solicitations regarding the Services described in this RFP or similar services at any time. All Respondents

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are always encouraged to offer their best pricing.

19. CHANGES IN SPECIFICATIONS
    If it becomes necessary to revise any part of this proposal, a written notice of such revision will be posted on the EHN Purchasing website. EHN is not bound by any oral representations, clarifications, or changes made in the written specifications by EHN's employees, unless such clarification or change is posted on the EHN Purchasing website. It shall be the Proposer's responsibility to check the website prior to the proposal opening date to verify whether any addendums have been posted.

20. PROPOSAL IDEAS AND CONCEPTS
    EHN reserves the right to adopt or use for its benefit, any concept, plan, or idea contained in any proposal.

21. BID/PROPOSAL DISCLOSURES
    Results of proposals for the purchase of goods, materials, general services and construction are considered public information at the time of the proposal opening. The names of the Proposers and the fees and prices read aloud are public at the time of opening. All other information contained in the proposal response is available for public review after award of the contract, subject to the exceptions in Chapter 552, Texas Government Code, and the Public Information Act provision above.

22. WITHDRAWAL OF PROPOSAL
    Proposer may request withdrawal of a sealed proposal prior to the Submission Deadline provided the request for withdrawal is submitted to EHN in writing.

23. INDEMNIFICATION AND BONDS
    a. To the fullest extent permitted by law, the CMAR shall defend, indemnify, and hold harmless EHN and its officials, agents, and employees from claims for bodily injury, death, or property damage to the extent caused by the negligence, fault, or breach of the CMAR, its subcontractors, or anyone for whom they are liable. This indemnity does not extend to claims caused by the negligence, fault, or breach of EHN or its agents, consistent with Chapter 151, Texas Insurance Code. The CMAR's indemnity of EHN for injury to the CMAR's own employees and lower-tier workers is preserved as permitted by law.
    b. The CMAR shall furnish performance and payment bonds for the construction (Guaranteed Maximum Price) phase of the Project in accordance with Chapter 2253 and § 2269.258, Texas Government Code. A performance bond and a payment bond are each required for the construction work; no performance or payment bond is required for the Preconstruction Services phase or any design-only services. Because the Guaranteed Maximum Price will be established by a later amendment, the following applies:
        i. If a Guaranteed Maximum Price has not been determined at the time the Agreement is executed, the penal sums of the performance and payment bonds shall each equal the construction budget stated in this RFP, and the CMAR shall deliver the bonds not later than the tenth (10th) day after the date the CMAR executes the Agreement, unless the CMAR furnishes a bid bond or other financial security acceptable to EHN guaranteeing that the CMAR will furnish the required performance and payment bonds when the Guaranteed Maximum Price is established.

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ii. Upon establishment of the Guaranteed Maximum Price, the CMAR shall furnish (or cause the penal sums to be increased to) performance and payment bonds each in the amount of the Guaranteed Maximum Price.
iii. In all events, the required performance and payment bonds shall be in effect before any construction work begins.

Each bond shall be issued by a corporate surety authorized and admitted to do business in the State of Texas and rated A- (A.M. Best) or better, and shall be payable to and in a form approved by EHN. Each bond shall clearly and prominently display, on the bond or on an attachment to the bond, the name, mailing address, physical address, and telephone number (including area code) of the surety to which any notice of claim should be sent, or the toll-free telephone number of the Texas Department of Insurance and a statement that the address of the surety to which claim notices should be sent may be obtained from the Department, as required by § 2253.021(f), Texas Government Code. The bonds shall remain in effect through Final Completion and the one-year correction period. EHN will not require the CMAR to obtain a bond from any specific surety, agent, or broker. If required by EHN, the CMAR shall submit with any construction/GMP proposal a bid bond or equivalent security in the amount of five percent (5%) of the proposed Guaranteed Maximum Price.

24. REQUIRED INSURANCE COVERAGE:
Workers' Compensation and Occupational Disease Insurance (collectively, "Workers Comp").

Any Workers Comp policy shall be in accordance with the law or laws applicable at the time and place that the CMAR's Work is performed; and

Shall include, but not be limited to, Employer's Liability Insurance coverage for sole proprietorships and officers of corporations who will be performing work on the job with limits of at least: $1,000,000 each accident; $1,000,000 disease—policy limit; and $1,000,000 disease—each employee.

This policy shall include a waiver of subrogation in favor of EHN and its of directors, partners, representatives, agents, and employees.

Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million ($1,000,000) dollars per occurrence and TWO Million ($2,000,000) in the aggregate. Products and Completed Operations coverage of not less than TWO Million ($2,000,000) and personal and advertising injury of not less than ONE Million ($1,000,000).

The aggregate must be applicable on a per project basis;

Coverage must be Primary and Non-Contributory;

If the CMAR or any subcontractor performs design or other professional services (including delegated design), professional liability insurance is required with limits of not less than $1,000,000 per claim and $2,000,000 aggregate, maintained for not less than three (3) years after Final Completion.

Coverage must include, but not be limited to, negligence attributable to independent contractors;
This policy shall name EHN and its trustees, officers, and employees as Additional Insureds by endorsement, for both ongoing and completed operations; and

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This policy shall include a waiver of subrogation in favor of EHN, it's officers, directors, partners, representatives, agents, and employees.

Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million ($1,000,000) Dollars.

This policy shall name EHN and its trustees, officers, and employees as Additional Insureds by endorsement; and

This policy shall include a waiver of subrogation in favor of EHN its officers, directors, partners, representatives, agents, and employees.

Coverage must be Primary and Non-Contributory

Commercial Umbrella or Excess Liability coverage with limits of at least $5,000,000, written on a follow-form basis over the Commercial General Liability, Commercial Automobile Liability, and Employer's Liability policies. Coverage shall extend to all entities that are additional insureds on the CGL.

Contractor's Pollution Liability insurance with limits of not less than $2,000,000 per occurrence and $4,000,000 aggregate, covering sudden and gradual conditions arising from the Work, including transportation and non-owned disposal sites, naming EHN as an Additional Insured, maintained through Final Completion and for not less than three (3) years thereafter.

Builder's Risk Insurance for the Construction Services phase, written on a special-form ("all risk") basis in an amount not less than the full insurable replacement value of the Work, including materials stored on and off site and in transit, naming EHN, the CMAR, and subcontractors of every tier as insureds as their interests may appear, with any deductible borne by the CMAR unless the GMP amendment provides otherwise. The GMP amendment shall designate the party responsible for procuring Builder's Risk coverage.

Workers' Compensation Coverage for Building or Construction Projects. In addition to the Workers' Compensation requirements above, the Agreement and each subcontract of any tier shall include, without change, the contractor and subcontractor provisions required by 28 Texas Administrative Code § 110.110 and § 406.096, Texas Labor Code, including the duties to provide a certificate of coverage to EHN before beginning work, to obtain and furnish certificates of coverage from every person providing services on the Project, to notify EHN in writing within ten (10) days of any change that materially affects coverage, to post the required notice at the Project site, and to retain certificates for the duration of the Project plus one (1) year. The bid-specification language required by 28 Tex. Admin. Code § 110.110(c)(7) is as follows:

A. Definitions.

Certificate of coverage ("certificate") means a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance, Division of Workers' Compensation, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

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Duration of the Project includes the time from the beginning of work on the Project until the contractor's/person's work on the Project has been completed and accepted by EHN.

Persons providing services on the Project includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, and employees of any entity that furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. "Services" do not include activities unrelated to the Project, such as food or beverage vendors, office-supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide workers' compensation coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code § 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

C. The Contractor must provide a certificate of coverage to EHN before being awarded the Contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, before the end of the coverage period, provide EHN a new certificate of coverage showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on the Project, and provide to EHN: (1) a certificate of coverage before that person begins work on the Project, so that EHN has on file certificates showing coverage for all persons providing services on the Project; and (2) no later than seven days after receipt by the Contractor, a new certificate showing extension of coverage if the coverage period shown on the existing certificate ends during the duration of the Project.

F. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

G. The Contractor shall notify EHN in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

H. The Contractor shall post at the Project site a notice, in the text, form, and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered and stating how a person may verify coverage and report a failure to provide coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on the Project to: (1) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements that meets the statutory requirements of Texas Labor Code § 401.011(44) for all of its employees providing services on the Project, for the duration of the Project; (2) provide to the Contractor, before beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees providing services on the Project, for the duration of the Project; (3) provide the Contractor, before the end of the coverage period, a new certificate showing extension of coverage if the coverage period shown on the current certificate ends during the duration of the Project; (4) obtain from each other person with whom it contracts, and provide to the Contractor, the certificates required by this Article; (5) retain all required certificates for the

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duration of the Project and for one year thereafter; (6) notify EHN in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage; and (7) contractually require each person with whom it contracts to perform services on the Project to perform the same requirements, with the certificates of coverage to be provided to the person for whom they are providing services.
J. By signing the Contract or providing, or causing to be provided, a certificate of coverage, the Contractor represents that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured employer, with the Texas Department of Insurance, Division of Workers' Compensation.
K. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
L. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles EHN to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from EHN.

Where an Off Project Site Property exposure exists, "All Risk" Property Insurance on all materials, equipment and supplies related to the Project and stored on premises away from the project site. The "All Risk" policy shall cover such materials while in storage or transit until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

The CMAR shall provide EHN with at least thirty (30) days' prior written notice of cancellation, nonrenewal, or material change in coverage of any insurance required under this Agreement. Such notice shall be provided by the CMAR and/or its insurance carrier and shall be delivered to EHN at the address specified herein.

The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the CMAR or any of its subcontractors.

The CMAR shall supply certificates of insurance within 10 business days of contract execution, with coverage in force before any work. All certificates of insurance shall be subject to EHN's approval of adequacy of protection and the satisfactory character of the Insurer.

Any type of insurance or any increase of limits of liability not described above which the CMAR requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the CMAR or any Subcontractor of any responsibility or liability under this contract.

Any policies effected by the CMAR on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against EHN and all other indemnitees named in the Contract.

Should the CMAR engage a subcontractor, the terms of this Agreement will apply to each such subcontractor. However, the retained subcontractor shall be required to maintain limits of liability of

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not less than One Million ($1,000,000) Dollars per occurrence and TWO Million ($2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

The term "Subcontractor" as used in this Required Insurance Coverage Section, shall mean and include subcontractors of every tier.

25. MENTAL HEALTH FRIENDLY WORKPLACE
The Proposer shall submit a narrative demonstrating its commitment as a mental-health friendly workplace; however, this may not be a determining factor in the proposal process.

26. MANDATORY DISCLOSURE
Texas law requires the following disclosures by vendors: Conflict of Interest Disclosure Reporting (required of all vendors responding to the RFP) 20 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity make certain disclosures. In 2015, the Texas Legislature updated the law and the Texas Ethics Commission made corresponding changes to the Conflict of Interest Questionnaire (CIQ Form "Appendix D), in which the vendor must disclose any covered affiliation or business relationship with EHN personnel that might cause a conflict of interest with a local government entity. The EHN appointed officials and employees listed in Appendix F will award or make recommendations for the awarding of a contract. By law, a completed questionnaire must be filed with EHN. If no conflict of interest exists, write "N/A" or "None" in Box 3 of the CIQ Form. For vendor's convenience, a blank CIQ Form is enclosed with this RFP.
A Proposer required to file a CIQ shall file the completed questionnaire with EHN's records administrator not later than the seventh business day after the later of (a) the date the Proposer begins discussions or negotiations with EHN or submits to EHN a proposal or other writing related to a potential contract, or (b) the date the Proposer becomes aware of a relationship or other circumstance described by § 176.006(a), Texas Local Government Code. A Proposer shall file an updated CIQ with EHN's records administrator not later than the seventh business day after the date on which the Proposer becomes aware of an event that makes a filed CIQ incomplete or inaccurate. A person who knowingly violates Chapter 176 commits a Class C misdemeanor. The validity of the Agreement is not affected solely because a Proposer fails to comply with this Section; however, failure to disclose may be considered in EHN's responsibility determination and may be grounds for rejection of the proposal.

27. CERTIFICATE OF INTERESTED PARTIES
As required by § 2252.908, Texas Government Code, and the rules of the Texas Ethics Commission (1 Tex. Admin. Code ch. 46), EHN may not enter into the Agreement resulting from this RFP unless the successful Proposer submits a completed, signed Certificate of Interested Parties (Form 1295). This requirement applies because the Agreement requires approval by the EHN Board of Trustees and has a value of at least $1,000,000. The successful Proposer shall complete Form 1295 using the Texas Ethics Commission electronic filing application, obtain the application-generated certification of filing (including the certificate number), print and sign the completed form through an authorized agent, and submit it to EHN at the time the successful Proposer submits the signed Agreement to EHN. No separate notarization is required. EHN will acknowledge receipt of the Form 1295 by notifying the Texas Ethics Commission, in the form the Commission prescribes, not later than the 30th day after EHN receives the form. The Commission posts each acknowledged certificate on its public website. This Section does not apply to a Proposer that is a publicly traded business entity, including a wholly owned subsidiary of such an entity, or to any other contract excluded under § 2252.908(c), Texas Government Code. Failure

to submit a required Form 1295 renders the Agreement voidable by EHN only if EHN provides the successful Proposer written notice of the failure and the successful Proposer does not cure by submitting the required form on or before the 10th business day after receiving that notice.

28. NON-COLLUSION AFFIDAVIT

The Proposer declares, by signing and submitting a response to this RFP, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited another proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, of that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the Proposer of any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

No EHN appointed official or employee who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all EHN contracts for this service.

29. SOVEREIGN IMMUNITY

EHN specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract. Nothing in this RFP or the Agreement waives EHN's governmental immunity from suit or liability except to the extent, if any, that immunity is waived by Subchapter I, Chapter 271, Texas Local Government Code, or another applicable Texas statute, and then only to the extent of that waiver. To the extent Subchapter I applies, the CMAR's recoverable damages are limited as provided by § 271.153, Texas Local Government Code, and shall not include consequential damages, exemplary damages, or damages for unabsorbed home-office overhead. No waiver of immunity shall be implied.

30. MERGERS, ACQUISITIONS

Proposer is required to provide EHN with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition.

If subsequent to the award of any contact resulting from this Proposal the Proposer shall merge or be acquired by another firm, the following documents must be submitted to EHN.

a. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices; and
b. New Proposer's Federal Identification Number ("FEIN"); and
c. New Proposer's proposed operating plans.

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Moreover, Proposer is required to provide EHN with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The new Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan for its approval.

31. INCENTIVES

Shared Savings – Value Engineering Incentive

The CMAR is encouraged to identify and recommend value-engineering measures that reduce the overall cost of the Project without compromising the design intent, quality, functionality, durability, safety, code compliance, or approved scope of work. Any proposed measure shall be submitted to EHN and its design professionals for review and written approval before implementation.

At final completion of the Project, after issuance of the required Certificate of Occupancy by the City of El Paso, satisfaction of applicable contract requirements, and reconciliation of all Project costs, verified net savings attributable to EHN-approved value-engineering measures shall be eligible for sharing between EHN and the CMAR. The savings-sharing percentage shall be established in the Contract. No incentive shall be payable for savings resulting from reductions in required scope, quality, or performance; unspent contingency; unused allowances; rebates or credits otherwise due to EHN; or work omitted from the Project. All savings calculations shall be supported by open-book records and subject to EHN's review and audit. Any incentive payment shall be made only after final cost reconciliation and shall not cause the total amount paid to the CMAR to exceed the applicable contractual limits or GMP, except as expressly authorized by the Contract.

Verification and Exclusions from Shared Savings.

No shared-savings incentive shall be earned or payable unless EHN determines, based on independently verifiable cost documentation and an audit of the Project records, that the savings are genuine, realized, and directly attributable to a specific value-engineering proposal initiated by the CMAR and approved in writing by EHN before implementation. Savings shall be measured against a documented, like-for-like cost baseline established before approval of the proposed change.

Savings resulting from correcting estimating errors, addressing a GMP that exceeds EHN's approved budget, reducing or deferring required scope, drawing on contingency, obtaining ordinary subcontractor buyout savings, receiving rebates or credits due to EHN, or otherwise bringing the Project within budget shall not qualify for a shared-savings incentive. No incentive shall be paid for projected, unverified, or merely budgeted savings. The CMAR shall bear the burden of documenting the eligibility and amount of any claimed savings, subject to EHN's final review and approval.

32. DELAYS

EHN reserves the right to delay the scheduled commencement date of the contract if it is to its advantage. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claim for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

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Damages for Delays — The GMP amendment shall provide for liquidated damages of $7,000.00 per calendar day for each calendar day that Substantial Completion of the Work (or of any separately scheduled phase) extends beyond the date required by the Agreement, as adjusted by approved change orders. The parties acknowledge that EHN's actual damages from delay — including the cost of continuing to operate leased or temporary facilities, extended program-management and design fees, loss of use of a facility funded by a time-limited state appropriation, and administrative costs — are difficult to ascertain, and that $7,000.00 per day is a reasonable forecast of just compensation and not a penalty. Liquidated damages are EHN's sole remedy for the CMAR's delay in achieving Substantial Completion but do not limit EHN's remedies for any other breach, including the cost to complete or correct the Work or EHN's right to terminate. EHN may deduct liquidated damages from amounts otherwise due the CMAR.

33. PREVAILING WAGE RATES

The Project is a public work subject to Chapter 2258, Texas Government Code. EHN has determined the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Work, and the prevailing rate for legal holiday and overtime work, by adopting the United States Department of Labor's Davis-Bacon general wage determination for building construction in El Paso County, Texas, as permitted by § 2258.022(a)(2), Texas Government Code. The adopted determination is General Decision Number TX20260245, Modification No. 1, published May 18, 2026, reproduced in Appendix J to this RFP, subject to adoption of a later modification as provided in Appendix J. The determination shall be attached to the GMP amendment and to each trade-bid package. The CMAR and each subcontractor of any tier shall pay not less than the specified rates to all workers employed on the Work. Tex. Gov't Code § 2258.023(a). The CMAR or any subcontractor that violates this requirement shall pay to EHN a penalty of $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated rates, and EHN may withhold that amount from payments otherwise due. Tex. Gov't Code § 2258.023(b). The CMAR and each subcontractor shall keep records showing the name and occupation of each worker employed on the Work and the actual per diem wages paid to each worker, open at all reasonable hours to inspection by EHN. Tex. Gov't Code § 2258.024. EHN will receive and determine complaints as provided by Subchapter C, Chapter 2258, Texas Government Code, and may withhold payment as provided in § 2258.051. The Preconstruction Services fee, General Conditions, and GMP shall include all costs of compliance with this provision, and no adjustment will be allowed on account of prevailing-wage obligations known or knowable when the GMP is established.

34. RETAINAGE

Retainage on the Construction Services phase shall be withheld and released in accordance with § 2252.032, Texas Government Code. Because the anticipated GMP is $5,000,000 or more, retainage withheld by EHN shall not exceed five percent (5%) of the Contract Price, and no item in a schedule of values, including materials and equipment delivered on site for installation, shall be retained at a rate exceeding five percent (5%). The CMAR shall not withhold from any subcontractor, and no subcontractor shall withhold from a lower-tier subcontractor, a greater percentage of retainage than EHN may withhold from the CMAR. The GMP amendment shall establish the circumstances under which the Work is substantially complete and the conditions for release of retainage for substantially or fully completed portions of the Work, consistent with § 2252.032(a)(1), (e), and (f). EHN and the CMAR may agree in the GMP amendment to deposit retainage in an interest-bearing account as permitted by §

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2252.032(c). Nothing in this provision limits EHN's right to withhold amounts under Chapter 2258, Texas Government Code, for liquidated damages, or for defective or nonconforming Work.

35. PROMPT PAYMENT

Payments under the Agreement are governed by Chapter 2251, Texas Government Code. EHN will pay an undisputed, properly documented and certified application for payment before the payment becomes overdue under § 2251.021, which is the 31st day (or the 46th day, if § 2251.021(b) applies to EHN) after the later of the date the applicable Work is performed or the date EHN receives the application. EHN may give written notice of any error or disputed amount not later than the 21st day after receipt and withhold the disputed amount as provided in § 2251.042. The CMAR shall pay each subcontractor the appropriate share of each payment received from EHN not later than the 10th day after the CMAR receives the payment, and shall require each subcontractor to pay its subcontractors and suppliers within the same period, as required by § 2251.022. Interest on overdue payments accrues only as provided by Chapter 2251, and no interest or late charge accrues on amounts withheld in good faith for defective or nonconforming Work, prevailing-wage penalties, liquidated damages, unpaid subcontractor or supplier claims, or other amounts EHN is entitled to withhold under the Agreement. Payment is further conditioned on the CMAR's submission of conditional lien and claim waivers from the CMAR and each subcontractor and supplier for the period covered by the application, and unconditional waivers for all prior periods.

36. RECIPROCAL PREFERENCE

To the extent § 2252.002, Texas Government Code, applies to this procurement, EHN will not award the Agreement to a nonresident Proposer unless the nonresident's fees and prices are lower than those of the lowest responsible resident Proposer by at least the margin that § 2252.002 requires. Each Proposer shall state in its proposal the state in which its principal place of business (and, if applicable, that of its ultimate parent company or majority owner) is located.

37. STATE FUNDING; FUNDING AGREEMENT FLOW-DOWN

The Project is funded in whole or in part by a legislative appropriation of the State of Texas administered by the Texas Health and Human Services Commission (HHSC) under a project-specific grant agreement with EHN (the "Funding Agreement"), identified as El Paso Behavioral Health Campus Grant Program, Grant/Contract No. HHS001683700001, dated May 3, 2026. The CMAR shall comply with, and shall include in each subcontract of any tier, all terms of the Funding Agreement applicable to contractors and subcontractors, including HHSC's uniform terms and conditions and the Texas Grant Management Standards to the extent the Funding Agreement makes them applicable. EHN will furnish the applicable Funding Agreement terms to the selected Proposer before execution of the Agreement, and the Agreement shall incorporate them by reference; in the event of conflict, the more stringent requirement controls. The CMAR acknowledges that the Funding Agreement establishes a performance period and payment deadlines, shall schedule and perform the Work so that eligible costs are incurred and invoiced within that period, and shall not rely on any extension of the Funding Agreement that HHSC has not granted in writing. Costs that HHSC determines to be ineligible because of the CMAR's failure to comply with this provision shall be borne by the CMAR.

38. OWNERSHIP OF WORK PRODUCT

All estimates, schedules, constructability reviews, value-engineering studies, procurement plans, building information models, and other work product prepared for the Project are the property of EHN upon payment for the services in which they were produced. The CMAR grants EHN an irrevocable,

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royalty-free license to use them for the Project, including completion of the Project by others if the Agreement is terminated or no GMP amendment is executed. EHN's use of work product for a purpose other than the Project is at EHN's risk.

39. ACCURACY OF DATA
Information and data provided through this Proposal are believed to be reasonably accurate.

40. SUBCONTRACTING/ASSIGNMENT
Proposer shall not assign, sell, or otherwise transfer its contact in whole or in part without prior written permission. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

41. INDEPENDENT CONTRACTOR
Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing EHN to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Proposal.

42. ASSURANCES
Proposer, in responding, represents the following:

a. Proposer has made no attempt nor will make any attempt to induce any person or firm to submit or not submit a proposal; and

b. Proposer has arrived at the proposal independently without consultation, communication, or agreement for the purpose of restricting competition; and

c. All cost and pricing information is reflected in the RFP response documents only; and

d. Proposer and if applicable, its officers or employees, have no relationship now or will have no relationship during the contract period that interferes with fair competition or that is a financial or other conflict of interest, real or apparent; and

e. If applicable, no member of the Proposer's staff or governing authority has participated in the development of specific criteria for award of this prospective contract, nor will participate in the selection of the successful Proposer to be awarded this prospective contract; and

f. Proposer has not retained or promised to retain an entity or used or promised to use a consultant that has participated in the development of the specific criteria for award of this prospective contract or will participate in the selection of the successful Proposer awarded this prospective contract; and

g. Proposer, if currently providing services to EHN on a contractual or employment basis, shall not obtain and use, or attempt to obtain, confidential information regarding EHN operations that provides an undue advantage in the selection process; and

h. Proposer has not given, offered to give, nor intends to give any economic opportunity, gift, loan, gratuity, special discount, trip, favor, or service to any public servant (including, but not limited to any member of the Board of Trustees or staff) or any public employee (including, but not limited to, any employee of EHN) in connection with its submitted proposal; and

i. Proposer accepts the terms, conditions, criteria and requirements set forth in the above procurement package; and

j. Proposer accepts EHN sole right to award any proposal or reject any or all proposals submitted at any time; and

k. Proposer accepts EHN sole right to cancel the proposal at any time EHN so desires; and

l. Proposer is not entitled to and will make no claim for payment to cover costs incurred in the preparation of the submission of its proposal or any other associated costs, even in situations where EHN cancels the proposal or rejects all proposals submitted in response to the proposal; and

m. Proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federally funded health care programs or otherwise listed on the List of Excluded Individuals and Entities maintained by the U.S. Department of Health and Human Services, Office of Inspector General; and

n. Proposer, if it is a corporation, is either not delinquent in its franchise tax payments to the State of Texas or is not otherwise subject to payment of franchise taxes to the State of Texas; and

o. Proposer owes no funds to the State of Texas for unresolved audit exceptions. An unresolved audit exception is an exception for which the Proposer has exhausted all administrative and/or judicial remedies and has failed to comply with any resulting demand for payment; and

p. Proposer agrees that information about individuals served by the EHN will be kept confidential; and

q. Proposer has not had a contract terminated for performance deficiencies within the 12-month period preceding the submission of this proposal; and

r. Proposer shall comply with the requirements of the Immigration Reform and Control Act of 1986 and Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, described in this proposal who will perform any labor or services; and

s. Respondent represents and warrants that, in accordance with § 2155.005 of the Texas Government Code, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly

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or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Respondent; and

t. Proposer shall comply with all federal statutes relating to nondiscrimination including but not limited to Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, gender, pregnancy, religion, and national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C. §504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of disabilities; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990; Chapter 21 of the Texas Labor Code, which is informally referred to as the Texas Commission on Human Rights Act; and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age); and

u. Proposer warrants that, to the extent it has exposure, access or control of patient information, it will protect the privacy and provide for the security of Protected Health Information ("PHI") that is in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law I 04-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable federal and state laws, including, but not limited to the requirements of Texas Health and Human Services as stated within their Data Use Agreement.

v. Proposer shall comply with the requirements of Chapter 81 of the Texas Civil Practice and Remedies Code; and

w. As provided by the Texas Family Code, §231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. Proposer certifies that it is not ineligible to receive any payments under any contract resulting from its proposal and acknowledges that any contract that is executed as a result of its proposal may be terminated and payment may be withheld if this certification is inaccurate; and

x. Proposer agrees to provide EHN with any information necessary to validate any statements made in its proposal, as requested by EHN. Such requests may include, but not necessarily be limited to, allowing access for on-site observation, granting permission for EHN to verify information with third parties, and allowing inspection of Proposer's records. Proposer understands that failure to substantiate any statements made in Proposer' s proposal shall result in disqualification of the proposal.

y. Proposer represents and warrants that it has determined what licenses, certifications and permits are required under the contract and has acquired all applicable licenses, certifications, and permits.

NOTICE: EHN will not be liable for any fees or charges not specifically detailed in your proposal.
EHN is an equal opportunity employer.

Appendix A

Emergence Health Network
El Paso Center for Mental Health/Intellectual Disabilities

RFP # 27-002 Construction Manager at Risk (CMAR) – Preconstruction Services Behavioral Health East Campus – El Paso, Texas
Vendor must meet specifications.
*****THIS MUST BE THE FIRST PAGE ON PROPOSAL*****

Please do not include tax, as EHN is tax-exempt. We will sign tax exemption certificates covering these items. **Please submit one (1) original copy with the application to: Emergence Health Network, Attention: Purchasing Department. 201 E. Main Suite 600, El Paso, TX 79901, or email to: RFP@ehnelpaso.org in a PDF format.**

I or we agree to furnish the following described services for the prices shown in accordance with specifications listed below or attached. By execution of this proposal, I hereby represent and warrant to Emergence Health Network that I have read and understood the Proposal Documents and the Contract Documents, and this proposal is made in accordance with the Proposal Documents.

_____	_____
Company	Mailing Address
_____	_____
Federal Tax Identification No.	City, State, Zip Code
_____	_____
DUNS Number	
_____	_____
Representative Name & Title	Telephone Number include area code
_____	_____
Signature	Fax Number include area code
_____	_____
Date	Email Address

Appendix B

DEVIATION FORM

All deviations to this Solicitation must be noted on this sheet. "Sample Contract" means the contract terms stated in the General Provisions of this RFP and in any Supplementary Conditions or contract forms issued by addendum. In the absence of any entry on this Deviation Form, the prospective vendor assures EHN of their full agreement and compliance with the Specifications, Terms and Conditions.

Each response to this Solicitation shall contain a Deviation Form, which states the prospective vendor's commitment to the provisions of this Solicitation. An individual authorized to execute contracts must sign the Deviation Form. Any exceptions taken to the terms and conditions identified in this Solicitation Package including the Sample Contract must be expressly stated in the Deviation Form. ***(Appendix B)***

THIS DEVIATION FORM MUST BE SIGNED BY EACH PROSPECTIVE VENDOR WHETHER THERE ARE DEVIATIONS LISTED OR NOT, AND SUBMITTED WITH THIS SOLICITATION

SPEC # / Section # / Page #	DEVIATION(S)

Independent Contractor/Firm **Authorized Signature** **Date**

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Emergence Health Network
El Paso Center for Mental Health/Intellectual Disabilities

Appendix C

HUB SUBCONTRACTING PLAN HISTORICALLY UNDERUTILIZED BUSINESS

(HUB-LOI IS USED BY POTENTIAL VENDOR/VENDOR TO IDENTIFY SUB-VENDORS SELECTED FOR WORK ON THE CONTRACT)

At the proposal stage, sign this form and mark it ''To be submitted with each trade-package award recommendation.'' During the Construction Phase, submit a completed form for each subcontractor and supplier with each trade-package award recommendation. See ''HUB and Local Business Outreach Plan'' under Response Package Components.

Vendor: _____

Vendor Identification Number: _____

Address: _____

Phone Number: _____ - _____ - _____ Bid/Proposal Number: _____

Contract Amount: $ _____

Description of commodities/specifications: _____

Duration of Contract: _____

Name of Subcontractor/Supplier: _____

Address: _____

Phone Number: _____ - _____ - _____

Is the subcontractor a certified HUB? _____ YES / _____ NO

If yes, enter the GSC Certificate (VID) number: _____

Dollar amount of contract with subcontractor /supplier: $ _____

Percentage amount of contract with subcontractor /supplier: _____%

Description of materials/services performed under agreement with the subcontractor for amount indicated above:

_____

_____

_____

_____

_____

_____

PLEASE SUBMIT A SEPARATE FORM FOR EACH SUBVENDOR/SUPPLIER

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Appendix D

Emergence Health Network
El Paso Center for Mental Health/Intellectual Disabilities

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with a local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law, this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

RFP # 27-002
Construction Manager at Risk (CMAR) – Preconstruction Services
Behavioral Health East Campus – El Paso, Texas

1 Name of person who has a business relationship with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

Name of Officer _____

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

_____
Signature of the person doing business with the governmental entity

_____ Date

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Appendix E

Emergence Health Network
El Paso Center for Mental Health/Intellectual Disabilities

CERTIFICATION REGARDING LOBBYING

(**Required only if federal funds are used for the Project. If no federal funds are used, mark this certification "Not applicable," sign, and return it with the proposal**.)

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have, or do you anticipate having covered sub-awards under this transaction?

☐ Yes
☐ No

Name of Provider	**Vendor ID No. or FEIN**	**Program No.**
Name of Authorized Representative	**Title**	

_____ _____

Signature – Authorized Representative Date

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Appendix F

Emergence Health Network
El Paso Center for Mental Health/Intellectual Disabilities

201 E. Main Suite 600
El Paso, TX 79901
(915) 887-3410

RE: RFP # 27-002 Construction Manager at Risk (CMAR) – Preconstruction Services Behavioral Health East Campus – El Paso, Texas

Dear Applicant:

All applicants and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire.

Attached is a copy of the questionnaire.

In filling out the Questionnaire, the following are EHN Board Members that will award the proposal and the employees which will make a recommendation:

EHN Board Members:

Hon. Annabell Perez, Chair
Dr. Silvina Tonarelli, Vice Chair
Monica Salaiz-Narvaez, Secretary
Dee Margo, Trustee
Kellie Franco, Trustee
Mark Paz, Trustee
Rueben Vogt, Trustee
COL (R) Cary Westin, Trustee
SGT Guillermo Ramirez, Ex Officio El Paso County Sheriff's Department

EHN Officers/Employees:

Kristen Daugherty, CEO
Ashley Peterson, Deputy CEO & CFO (Chair)
Chrystal Davis, Chief Operating Officer
Celeste Nevarez, Chief Clinical Officer
Carlos Ortiz, Chief Information Officer
Ian Hanna, Chief Legal Officer
Abril Silvadoray, Chief of Diversion
Oswaldo Del Rio, Chief of Budget and Facilities
Alexis Vega, Senior Facilities Operations Manager
Sandra Limon, Legal Assistant (Procurement Team)

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Appendix G

SOLICITATION CHECKLIST
RFP # 27-002 Construction Manager at Risk (CMAR) – Preconstruction Services Behavioral Health East Campus – El Paso, Texas
This Checklist Is Provided for Your Convenience

Did you visit our website (www.emergencehealthnetwork.org) for any addenda?

Did you provide one signed original and one electronic copy (searchable PDF on USB flash drive) in a single sealed package, with the Cost Proposal in a separate sealed envelope inside that package? Electronic copies must match the original hard copy. Email submissions are not accepted.

Did you sign all documents?

- ☐ EHN Signature Page (Appendix A)
- ☐ Deviation Form (Appendix B)
- ☐ HUB Subcontracting Plan (Appendix C), signed and marked as provided under "HUB and Local Business Outreach Plan"
- ☐ Conflict of Interest Questionnaire (Appendix D)
- ☐ Certification Regarding Lobbying (Appendix E)
- ☐ Transmittal letter
- ☐ Pricing Worksheet/Bid Form (Appendix I)
- ☐ Summary of Proposal
- ☐ Financial Consideration
- ☐ Customer References
- ☐ Preliminary logic-linked schedule (Section 7)
- ☐ Surety letter, financial statements, and insurance capability (Section 5.3)
- ☐ Safety record — EMR and OSHA data (Section 5.1)
- ☐ JMT-A / JMT-PM relationship statement (Section 5.1)
- ☐ Litigation disclosure (Summary of Proposal)
- ☐ Mental Health Friendly Workplace narrative (General Provisions)
- ☐ Principal place of business statement (General Provisions, Reciprocal Preference)
- ☐ HUB and Local Business Outreach Plan
- ☐ Cost Proposal in a separate sealed envelope marked "Cost Proposal"

Appendix H

ACRONYMS

ACEO – Associate Chief Executive Officer
BAA – Business Associate Agreement
BAFO – Best and Final Offer
CEO – Chief Executive Officer
CIQ – Conflict of Interest Questionnaire
CMAR – Construction Manager at Risk
CCL – Construction Cost Limitation
CFR – Code of Federal Regulations
DUA – Data Use Agreement
EHN – Emergence Health Network
FEIN – Federal Identification Number
GAAP - Generally Accepted Accounting Principles
GMP – Guaranteed Maximum Price
GC – General Conditions
JMT-A – JMT Architecture
JMT-PM – JMT Project Management
LD – Liquidated Damages
HHSC – Health and Human Services Commission
HIPAA - Health Insurance Portability and Accountability Act
HUB – Historically Underutilized Business
IT – Information Technology
LIDDA - Local Intellectual and Developmental Disability Authority
LMHA – Local Mental Health Authority
RFP – Request for Proposal
SAO – Texas State Auditor's Office
TPIA – Texas Public Information Act

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Appendix I Pricing Worksheet/Bid Form

EMERGENCE HEALTH NETWORK BID FORM
Construction Manager at Risk (CMAR) – Preconstruction Services
Behavioral Health East Campus – El Paso, Texas

The undersigned Proposer submits the following pricing in response to the Emergence Health Network (EHN) Request for Proposals for CMAR Preconstruction Services. This Bid Form shall be submitted as part of the separate cost proposal described in Section 6. All pricing shall be transparent and itemized; attach supporting breakdowns where indicated. Unless otherwise noted, enter amounts in U.S. dollars.

PROPOSER INFORMATION	
Company Name	
Address	
Contact Name and Title	
Telephone	
Email	

PART 6.1 – PRECONSTRUCTION SERVICES PROPOSAL

Item	**Personnel Classification**	**Assigned Responsibilities**	**Est. Hours**	**Hourly Rate ($)**	**Total ($)**
A.1	Project Executive				
A.2	Project Manager				
A.3	Superintendent / Construction Operations Lead				
A.4	Estimator				
A.5	Scheduler				
A.6	Procurement / Subcontractor Outreach				
A.7	Other (specify): _____				
A.8	Direct expenses and reimbursable costs, if any (attach itemized list)				
TOTAL LUMP-SUM PRECONSTRUCTION SERVICES FEE (A.1 through A.8)					**$**

Anticipated duration of Preconstruction Services: _____ months
Conditions that could result in additional fees (attach if needed):

_____

Assumptions, exclusions, and proposed limits on services: Attached ☐

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PART 6.2 – CONSTRUCTION GENERAL CONDITIONS

Based on an assumed 18-month construction period. For each item, indicate whether the cost is Fixed (F) or Time-Dependent (T).

Item	Description	Qty	Unit	Rate ($)	Duration	F / T	Total ($)
B.1	Project management and field supervision						
B.2	Project engineering and administrative support						
B.3	Temporary offices and facilities						
B.4	Temporary utilities and services						
B.5	Site security and safety						
B.6	Housekeeping and waste management						
B.7	Temporary equipment, vehicles, and communications						
B.8	Other project-specific General Conditions (specify): _____						
Subtotal – Fixed Costs							$
Subtotal – Time-Dependent Costs							$
TOTAL CONSTRUCTION GENERAL CONDITIONS (18 Months)							**$**
Estimated Monthly General Conditions Cost							**$ /mo.**

Costs included in General Conditions vs. elsewhere in the proposal (attach statement; avoid duplicate charges): Attached ☐

PART 6.3 – CMAR CONSTRUCTION FEE

Item	Description	Proposed Amount
C.1	CMAR Construction Fee as a percentage of the defined fee base	%
C.2	CMAR Construction Fee dollar amount, calculated using an illustrative construction cost of $35,000,000, which is the Construction Cost Limit (CCL) as described in Section 2 of the RFP	$

Definition of costs included in the fee base and any exclusions:

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_____

The illustrative calculation is for proposal comparison only and does not establish the final GMP.

PART 6.4 – CHANGE ORDER MARKUPS

Item	Category	Markup (%)
D.1	CMAR-performed work	%
D.2	Subcontractor work	%
D.3	Sub-subcontractor work, where applicable	%
D.4	Overhead and profit	%
D.5	Change orders and other authorized changes	%

Attach an explanation of how markups apply to additive and deductive changes, and how credits, subcontractor savings, and changes in scope will be handled. No duplicate or cascading markup shall be applied to the same cost unless expressly authorized in the executed contract.
Attached

PART 6.5 – INSURANCE, BONDS, ALLOWANCES, AND CONTINGENCIES

Item	Description / Intended Use	Amount ($) or Rate (%)	Included In (check one)
E.1	Insurance (identify types): _____		☐ General Conditions ☐ CMAR Fee ☐ Elsewhere: _____
E.2	Bonds (identify types): _____		☐ General Conditions ☐ CMAR Fee ☐ Elsewhere: _____
E.3	Proposed allowances (list each): _____		☐ General Conditions ☐ CMAR Fee ☐ Elsewhere: _____
E.4	Proposed Owner's Contingency (no CMAR contingency permitted): _____		☐ General Conditions ☐ CMAR Fee ☐ Elsewhere: _____

Describe the process for obtaining EHN approval before expenditure of allowances and contingencies. Unused allowances and contingencies shall be reconciled and credited to EHN in accordance with the executed contract.

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BID SUMMARY

Item	Description	Amount
F.1	Lump-Sum Preconstruction Services Fee (Part 6.1)	$
F.2	Total Construction General Conditions – 18 Months (Part 6.2)	$
F.3	CMAR Construction Fee – Percentage (Part 6.3)	%
F.4	CMAR Construction Fee – Dollar Amount on $35,000,000 Illustrative Cost (Construction Cost Limit; see RFP Section 2) (Part 6.3)	$
F.5	Insurance and Bonds not included in Parts 6.2 or 6.3 (Part 6.5)	$
TOTAL FOR PROPOSAL COMPARISON (F.1 + F.2 + F.4 + F.5)		**$**

The total above is for proposal comparison only and does not establish the final GMP. Construction Services, the GMP, and any early construction packages will be authorized only through separate written amendments executed by EHN.

ACKNOWLEDGMENT AND SIGNATURE

The Proposer acknowledges receipt of the following addenda:

No. ____ Date _____

No. ____ Date _____

No. ____ Date _____

The undersigned certifies that the pricing submitted on this Bid Form is accurate to the best of its knowledge and is submitted in accordance with the requirements of this RFP.

Company Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

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Appendix J Prevailing Wage Rate Determination

PREVAILING WAGE RATE DETERMINATION ADOPTED BY EMERGENCE HEALTH NETWORK (TEX. GOV'T CODE CH. 2258)

J.1 Determination. The Project is a public work, and Emergence Health Network ("EHN") is the public body awarding the contract for the Project. Pursuant to § 2258.022(a)(2), Texas Government Code, EHN has determined the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Work, and the prevailing rate for legal holiday and overtime work, by adopting the United States Department of Labor Davis-Bacon general wage determination for building construction in El Paso County, Texas, identified as General Decision Number TX20260245, Modification No. 1, published May 18, 2026 (the "Wage Determination"). The complete text of the Wage Determination is reproduced below and is incorporated into this RFP. Each rate in the Wage Determination is a sum certain expressed in dollars and cents, as required by § 2258.022(c), Texas Government Code. EHN's determination of the general prevailing rate of per diem wages is final. Tex. Gov't Code § 2258.022(e).

J.2 Specification in the Call for Proposals and in the Contract. As required by § 2258.022(d), Texas Government Code, the Wage Determination is specified in this call for proposals by this Appendix J and will be specified in the Agreement, in the amendment establishing the Guaranteed Maximum Price (GMP) and authorizing Construction Services, in each early construction package amendment, in each trade-bid package issued by the CMAR, and in each subcontract of any tier.

J.3 Obligation to Pay; Penalty. The CMAR and each subcontractor of any tier shall pay not less than the rates stated in the Wage Determination to all workers employed by them in the execution of the Work. Tex. Gov't Code § 2258.023(a). As required by § 2258.023(b), Texas Government Code, the Agreement will specify that the CMAR or any subcontractor that violates this requirement shall pay to EHN a penalty of sixty dollars ($60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates, and that EHN may withhold such amounts from payments otherwise due. Nothing in this Appendix prohibits payment of wages greater than the stipulated rates. Tex. Gov't Code § 2258.025.

J.4 Records. The CMAR and each subcontractor shall keep a record showing the name and occupation of each worker employed in the construction of the public work and the actual per diem wages paid to each worker, which record shall be open at all reasonable hours to inspection by the officers and agents of EHN. Tex. Gov't Code § 2258.024. The CMAR shall submit certified payroll records to EHN with each application for payment during the Construction Services phase, in the form EHN or the Funding Agreement requires.

J.5 Complaints; Withholding. EHN will take cognizance of complaints of violations of Chapter 2258 committed in the execution of the contract and will withhold money forfeited or required to be withheld under that chapter as provided by § 2258.051, Texas Government Code, and will determine complaints as provided by Subchapter C, Chapter 2258. The CMAR shall include a

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corresponding provision in each subcontract.

J.6 Classifications Not Listed. If a craft or type of worker needed to execute the Work is not listed in the Wage Determination, the CMAR shall notify EHN in writing before employing workers in that classification. EHN will determine the prevailing rate for that classification by reference to the most closely comparable classification in the Wage Determination or to a survey conducted under § 2258.022(a)(1), and EHN's determination shall be final under § 2258.022(e). This procedure is EHN's determination under Chapter 2258; it is not a federal "conformance" under 29 C.F.R. Part 5, which does not apply to this state-funded Project unless federal funds are later added.

J.7 Pricing. Proposers shall include all costs of compliance with Chapter 2258 and this Appendix in their Preconstruction Services Fee, Construction General Conditions estimate, and CMAR Construction Fee as submitted on Appendix I. No adjustment to the GMP, General Conditions, or fee will be allowed on account of prevailing-wage obligations known or knowable as of the date the GMP amendment is executed.

J.8 Modifications to the Wage Determination. If the United States Department of Labor publishes a modification to the Wage Determination before the Submission Deadline, EHN may adopt the modification by addendum. If a modification is published after the Submission Deadline and before the GMP amendment is executed, EHN may, by written notice to the CMAR, adopt the modification as its determination under § 2258.022, in which event the modified rates will be attached to the GMP amendment and apply to the Work. Absent such addendum or notice, the rates reproduced below apply. Rates adopted for the GMP amendment apply for the duration of the Construction Services unless EHN adopts a later modification by written amendment.

EHN note on the reproduced determination. The following is the complete text of U.S. Department of Labor General Decision Number TX20260245, Modification 1 (published May 18, 2026), Building Construction, El Paso County, Texas, as downloaded from SAM.gov (https://sam.gov/wage-determination/TX20260245/1) on October 30, 2026. The notes in the decision concerning Executive Orders 13706 and 13658, the reference to 29 C.F.R. § 5.5(a)(1)(iii), and the federal wage determination appeals process apply only to federal and federally assisted contracts and do not apply to this state-funded Project; unlisted classifications are addressed in Item J.6.

General Decision Number: TX20260245 05/18/2026

State: Texas
Construction Types: Building
Counties: Texas Counties of El Paso

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

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BOIL0074-003 01/01/2025

Classification	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

ELEC0583-001 01/01/2025

Classification	Rates	Fringes
ELECTRICIAN (EXCLUDES LOW VOLTAGE WIRING AND INSTALLATION OF ALARMS/HVAC TEMPERATURE CONTROLS)	$ 29.50	9.39

ENGI0178-005 06/01/2020

Classification	Rates	Fringes
POWER EQUIPMENT OPERATOR ((3) HYDRAULIC CRANES 59 TONS AND UNDER)	$ 32.35	13.10
POWER EQUIPMENT OPERATOR ((1) TOWER CRANE)	$ 32.85	13.10

IRON0084-011 06/01/2024

Classification	Rates	Fringes
IRONWORKER: ORNAMENTAL	$ 28.26	8.13

PLUM0412-001 01/02/2024

Classification	Rates	Fringes
PLUMBER (INCLUDING HVAC PIPE INSTALLATION)	$ 40.74	15.35

SFTX0669-002 04/01/2025

Classification	Rates	Fringes
SPRINKLER FITTER (FIRE SPRINKLERS)	$ 38.57	24.47

SUTX2014-021 07/21/2014

Classification	Rates	Fringes
TRUCK DRIVER: WATER TRUCK	$ 12.00	4.11
TRUCK DRIVER: SEMI-TRAILER TRUCK	$ 12.50	0.00
TRUCK DRIVER: FLATBED TRUCK	$ 19.65	8.57
TRUCK DRIVER: DUMP TRUCK	$ 12.39	1.18
TILE SETTER	$ 12.02	0.00
TILE FINISHER	$ 11.22	0.00
SHEET METAL WORKER, EXCLUDES HVAC DUCT INSTALLATION	$ 21.13	6.53

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Classification	Rates	Fringes
SHEET METAL WORKER (HVAC DUCT INSTALLATION ONLY)	$ 23.56	3.60
ROOFER	$ 11.42	0.00
PIPEFITTER, EXCLUDES HVAC PIPE INSTALLATION	$ 18.15	0.98
PAINTER: BRUSH, ROLLER, AND SPRAY	$ 12.50	0.00
OPERATOR: ROLLER	$ 12.70	0.00
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE)	$ 16.03	0.00
OPERATOR: MECHANIC	$ 17.00	0.00
OPERATOR: LOADER	$ 12.87	0.70
OPERATOR: GRADER/BLADE	$ 19.50	1.05
OPERATOR: FORKLIFT	$ 14.83	0.00
OPERATOR: DRILL	$ 16.22	0.34
OPERATOR: BULLDOZER	$ 18.29	1.31
OPERATOR: BOBCAT/SKID STEER/SKID LOADER	$ 13.93	0.00
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE	$ 14.43	0.74
LABORER: LANDSCAPE AND IRRIGATION	$ 10.00	0.00
LABORER: ROOF TEAROFF	$ 10.06	0.00
LABORER: PIPELAYER	$ 11.00	3.47
LABORER: MASON TENDER - CEMENT/CONCRETE	$ 10.82	0.96
LABORER: MASON TENDER - BRICK	$ 12.50	2.30
LABORER: DRILLER	$ 14.12	1.01
LABORER: COMMON OR GENERAL	$ 9.30	0.00
IRONWORKER, STRUCTURAL	$ 15.37	4.34
IRONWORKER, REINFORCING	$ 15.60	0.00
INSULATOR - MECHANICAL (DUCT, PIPE & MECHANICAL SYSTEM INSULATION)	$ 16.91	0.00
GLAZIER	$ 15.86	1.00
FORM WORKER	$ 12.57	1.03
FLOOR LAYER: VINYL FLOORING	$ 12.87	0.00
FLOOR LAYER: CARPET	$ 12.81	0.00
FENCE ERECTOR	$ 9.93	1.83
ELECTRICIAN (LOW VOLTAGE WIRING ONLY)	$ 15.38	2.92
ELECTRICIAN (HVAC/TEMPERATURE CONTROLS INSTALLATION ONLY)	$ 19.09	6.45
ELECTRICIAN (ALARM INSTALLATION ONLY)	$ 15.38	2.92
DRYWALL HANGER AND METAL STUD INSTALLER	$ 12.81	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.02	0.00
CARPENTER, EXCLUDES DRYWALL FINISHING/TAPING, DRYWALL HANGING, FORM WORK AND METAL STUD INSTALLATION	$ 13.51	3.29
CARPENTER (DRYWALL FINISHING/TAPING ONLY)	$ 12.81	0.00
BRICKLAYER	$ 16.17	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD

in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be

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directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

END OF GENERAL DECISION

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Emergence Health Network (EHN) and its dedicated staff are committed to assisting El Paso's most vulnerable citizens, the residents with mental illness, intellectual developmental disabilities (IDD) and/or substance use disorders. At EHN, we help individuals, and their families find the resources and treatments needed to improve their quality of life and function as independently as possible.

We believe the quantity and quality of services we provide is unmatched in our area. EHN has dedicated employees and staff leaders who have contributed to the growth of the organization and expansion of services benefiting our residents. As the largest mental health, IDD and substance use treatment provider in El Paso, we have multiple service locations and clinics where we assist a wide array of our population to include adults, children, veterans, the homeless and justice-involved individuals.

EHN has been serving our community for 60 years and although we have undergone some name changes throughout the years, our commitment to our residents has remained the same. In 1963, President John F. Kennedy signed the Community Mental health Act which established mental health centers in communities. It helped people with mental illness and/or IDD who were "institutionalized" move back into their communities by creating "Local Mental Health Authorities." In 1966, the Local Mental Health Authority (LMHA) was opened in El Paso and Emergence Health Network was born. EHN is now one of several Local Mental Health Authorities (LMHA) and Local Intellectual and Developmental Disabilities Authorities (LIDDA) in Texas.

To learn more about EHN's role as the LMHA and LIDDA in our community click HERE.

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