



REQUEST FOR PROPOSALS

RFP #22-15

CLEANING & DISINFECTION SERVICES FOR CITY OF SOCORRO BUILDINGS & EQUIPMENT

SUBMITTAL DEADLINE: Tuesday December 27, 2022

City of Socorro, Texas
Attention to: City Clerk-Olivia Navarro
RFP#: 22-15
124 S. Horizon Blvd.
Socorro, TX 79927
(915) 858-2915

REQUEST FOR PROPOSALS FOR CLEANING AND DISINFECTING SERVICES FOR
CITY OF SOCORRO BUILDINGS AND EQUIPMENT

Introduction

The City of Socorro seeks a professional cleaning service to provide cleaning and disinfecting services for municipal offices, work areas, and equipment as needed. The City seeks to provide safe and sanitary working space for City employees. The exact amount and type of services needed are currently unknown and may vary from time to time or location to location. The services to be provided must meet or exceed the Center for Disease Control and Prevention Environmental Cleaning and Disinfection Recommendations and Interim Recommendations for U.S. Community Facilities with Suspected/Confirmed Coronavirus Disease 2019.

Submittal instructions

Please submit proposal documents in a sealed envelope that is marked and labeled:

RFP: Cleaning & Disinfecting Services for the City of Socorro, TX, Buildings & Equipment.

Sealed bids shall be mailed or hand-delivered to the City of Socorro, Texas, Administrative Building 124 S. Horizon Blvd. Socorro, TX 79927, attention to City Clerk: Olivia Navarro by 9:00 AM MST on December 27, 2022. Bids received after such time and date will be disqualified. Bids will be publicly opened and read aloud at the City of Socorro, TX, Administrative Building 124 S. Horizon Blvd. Socorro, TX 79927 on December 27, 2022, at 9:15 AM MST.

- Proposals will be accepted on or before the deadline identified above.
- Proposals received after that time will be rejected.
- Proposals will be opened and read publicly.
- Contact with elected officials, commission members, and other staff members is grounds for disqualification.
- Faxes are NOT acceptable means of submission.
- Any submittal that is incomplete or received after the above-stated date and time will NOT be accepted.

Until the City awards the final contract, the City reserves the right to reject any and all proposals, waive technicalities to re-advertise, and proceed otherwise when in the City's best interest to do so.

RFP responses must be signed and submitted by principals, officers, and directors of submitting parties, having the authority to bind their company to a contract.

For more information or questions regarding submission requirements, please contact the City Clerk's Office at 124 S. Horizon Blvd, Socorro, TX 79927 (915) 858-2915 or by email at CityClerk@costx.us

Selection Process Milestones

The following projected dates are set forth for your knowledge and understanding:

- First Publishing – December 11, 2022
- Second Publishing December 18, 2022
- Submittals Due: Tuesday December 27, 2022, @ 9 AM
- Bid Openings: Tuesday, December 27, 2022, @ 9:15 AM
- Possible City Council Review & Award Thursday, January 5, 2023, @ 6 PM

Scope of work

The selected service provider or providers will work with the City of Socorro, TX, to provide cleaning & disinfecting services as needed and on an on-call basis. The scope of services does not include general custodial services. Appendix A lists the City of Socorro, Texas, Facilities.

The services also include cleaning and disinfecting equipment and offices utilized in providing city services, such as vehicles, trucks, and heavy equipment.

Service providers are expected to provide all cleaning equipment, tools, products, and staff necessary to clean or disinfect as provided herein.

Time is of the essence, and this Request for Proposals is intended to create a speedy and efficient process for the procurement of professional cleaning and disinfecting services to address the impact of COVID-19.

The City will review responses and contact firms that provide responses on a rolling basis as necessary and appropriate. The factors to be evaluated will include price and ability to fulfill the needs of the City. No one factor will be dispositive or determinative. The City reserves the right to accept one or more proposals. Any selection will be based on the best interests of the City.

A Sample list of buildings and facilities (list is not exhaustive)

City Hall 124 S. Horizon Socorro, Texas 79927

Entry Restrooms Main Stairwell Back Stairwells Breakrooms

Office Spaces- Desks, PC/Keyboard/Mouse, Chairs, Copiers/Tech equipment, etc.

Meeting Rooms (AIOI, AI 02, Council Chambers, Department Conference Rooms)

Public Works 241 Old Hueco Tanks Road Socorro, Texas 79927

Entry/Reception Areas Shop Entry/Exit Areas Restroom Areas

Breakroom, Kitchen Areas

Office Spaces- Desks, PC/Keyboard/Mouse, Chairs, Copiers/Tech equipment, etc.

Mobile Equipment-Light, Medium, Heavy Duty Equipment, including Enclosed

Cabs and Exterior Mechanical Control Panels/Toolboxes etc. Installed Mechanical

Equipment Maintenance Mechanic Stations

Refuse Containers (Steel, Molded Plastic) Interior/Exterior

Police Department 240 N. Moon Road Socorro, Texas 79927

Entry/Reception Areas Shop Entry/Exit Areas Restroom Areas

Breakroom, Kitchen Areas

Office Spaces- Desks, PC/Keyboard/Mouse, Chairs, Copiers/Tech equipment, etc.

Mobile Equipment-Light, Medium, Heavy Duty Equipment, including Enclosed

Cabs and Exterior Mechanical Control Panels/Toolboxes etc. Installed Mechanical

Equipment Maintenance Mechanic Stations

Refuse Containers (Steel, Molded Plastic) Interior/Exterior

Planning & Zoning Municipal Court/ Council Chambers 860 N. Rio Vista Socorro,
Texas 79927

Entry/Reception Areas Shop Entry/Exit Areas Restroom Areas

Breakroom, Kitchen Areas

Office Spaces- Desks, PC/Keyboard/Mouse, Chairs, Copiers/Tech equipment, etc.

Mobile Equipment-Light, Medium, Heavy Duty Equipment, including Enclosed

Cabs and Exterior Mechanical Control Panels/Toolboxes etc. Installed Mechanical

Equipment Maintenance Mechanic Stations

Refuse Containers (Steel, Molded Plastic) Interior/Exterior

Rio Vista Community Center 901 N. Rio Vita Socorro, Texas 79927

Entry/Reception Areas Shop Entry/Exit Areas Restroom Areas

Breakroom, Kitchen Areas

Office Spaces- Desks, PC/Keyboard/Mouse, Chairs, Copiers/Tech equipment, etc.

Mobile Equipment-Light, Medium, and Heavy Duty Equipment, Enclosed Cabs,

and Exterior Mechanical Control Panels/Toolboxes, etc. Installed Mechanical

Equipment Maintenance Mechanic Stations

Refuse Containers (Steel, Molded Plastic) Interior/Exterior. Restroom Areas

Breakroom, Kitchen Areas Bedrooms

Classrooms

Storage Rooms and Storage Spaces

Office Spaces-Desks, PC/Keyboard/Mouse, Chairs, Copiers/Tech equipment, etc.
Mobile Equipment -Light, Medium, Heavy Duty Equipment, Enclosed Cabs,
Exterior Mechanical Control Panels/Toolboxes, etc.
Refuse Containers (Steel, Molded Plastic) Interior/Exterior

Chayo Apodaca Center 341 N. Moon Road Socorro, Texas 79927

Entry/Reception Areas Shop Entry/Exit Areas Restroom Areas
Breakroom, Kitchen Areas

Office Spaces- Desks, PC/Keyboard/Mouse, Chairs, Copiers/Tech equipment, etc.
Mobile Equipment-Light, Medium, and Heavy Duty Equipment, including
Enclosed Cabs and Exterior Mechanical Control Panels/Toolboxes, etc. Installed
Mechanical Equipment Maintenance Mechanic Stations
Refuse Containers (Steel, Molded Plastic) Interior/Exterior

IT/ CODE and Animal Services 800 N. Rio Vista Socorro, Texas 79927

Entry/Reception Areas Shop Entry/Exit Areas Restroom Areas
Breakroom, Kitchen Areas

Office Spaces-Desks, PC/Keyboard/Mouse, Chairs, Copiers/Tech equipment, etc.
Mobile Equipment-Light, Medium, and Heavy Duty Equipment, Enclosed Cabs,
and Exterior Mechanical Control Panels/Toolboxes, etc. Installed Mechanical
Equipment Maintenance Mechanic Stations
Refuse Containers (Steel, Molded Plastic) Interior/Exterior

PROPOSALS

The response must include five (5) hardcopies and be submitted in bound volume on standard 8½" x 11" paper, with an electronic pdf version submitted on a flash drive. Hardcopy charts and exhibits for the hardcopy original may be larger but must be folded to the standard size. Any such foldout pages will count as one (1) page, but the response shall be limited to two (2) foldout pages. The proposal shall be limited to twenty-five (25) pages, single-sided and double-spaced, and may include typed text, graphics, charts, and photographs. The minimum type or font size for text is 12- point. The minimum for non-text portions, such as graphics and charts, is 10-point. All proposal information shall be presented in a single-bound volume that has been checked sufficiently to ensure completeness and accuracy of detail with clear identification of the Section and Page Number. Proposals that do not comply with the instructions in this RFP will not be accepted.

It is mandatory that the proposal contains the following items and be organized in the following order:

1. Cover Page

- Show the proposed RFP title, the name of your Firm, address, telephone numbers, name of a contact person, and date.
2. Letter of Transmittal
 - Identify the RFP project for which the proposal has been prepared.
 - Briefly state your Firm's understanding of the services to be performed and commit positively to providing services as specified.
 - A corporate officer or another individual with authority to bind the Firm must sign the letter. The name and title of the individual(s) signing the proposal must be clearly shown below the signature.
 3. Project Approach
 - A detailed outline of the company firm or individual proposing to provide such services and products for cleaning and disinfecting
 - A description of availability to provide the services, including the current workload. It is recommended personnel has a thorough knowledge and understanding of the Municipal Government operations to provide perspective related to comprehensive planning analysis and recommendations.
 - Please include a list of products for cleaning and disinfecting and appropriate MSDS forms and information for each product.
 4. Experience
 - A summary of experience with similar services, including reference information. Provide the names, addresses, current telephone numbers, and brief project descriptions of three past or current clients who can comment on aspects of your work relevant to this proposal.
 5. Personnel
 - Identify the number of personnel or workforce available to provide such services to the City of Socorro, Texas
 - Specific background information for key individuals assigned to the project must be included. The background information on these individuals should emphasize their work experience relative to project requirements, current projects, and availability; their certifications, licenses, and other training pertinent to the execution of services.
 - Firms shall fully disclose and identify subcontractors or partners and their representative roles in providing service.
 6. Rates & Expenses
 - Provide a proposed fee schedule for services to be provided per location weekly and on an on-call request.
 7. Liability Insurance
 - The Proposer must have professional liability insurance coverage of not less than \$1,000,000. If the present coverage is insufficient, the Proposer must obtain additional coverage before initiating the work. The coverage must extend to three (3) years beyond completing the Services.
 8. Contract Termination
 - Identify if your Firm has terminated any contracts due to non-performance over the last five (5) years.

9. SB252- Form filled out and attached as Attachment A.
10. HB 89- Form filled out and attached as Attachment B.
11. Conflict of Interest Questionnaire attached as Attachment C.
12. American Rescue Plan Act (ARPA) Contract Addendum attached as Attachment D.

EVALUATION CRITERIA AND SELECTION PROCESS

A committee of individuals representing the City shall evaluate the proposals and will rank the proposals as submitted. The City reserves the right to request oral interviews with the highest-ranked firms. The purpose of the interviews with the highest-ranked firms is to allow expansion upon written responses. The City reserves the right to request additional questions to be answered during the interviews, determine the format and content of the interviews, and establish the maximum number of people who attend the interview from each Firm. If interviews are conducted, a maximum of three firms will be shortlisted. The Consultant's project manager identified in the proposal will be required

SCORING OF PROPOSALS

Project Approach	25 Points
Experience	25 Points
Personnel	25 Points
Rates	15 Points
References	<u>10 Points</u>
TOTAL	100 Points

General Conditions

The following information is furnished to the Proposers for consideration while preparing their response to this RFP. The information is representative of specific provisions that the COS expects to incorporate into the Agreement for consultant services but should not be considered an exhaustive list or final language of such anticipated provisions.

Professional Liability

- The Consultant must have professional liability insurance coverage of not less than \$1,000,000. If the present coverage is insufficient, the Consultant must obtain additional coverage before initiating the work. The coverage must extend to three (3) years beyond completing the Services.

Subconsultant Services

- The use of sub-consultants must be approved in writing and in advance by the City. The subconsultants must be qualified to perform all work assigned to them. The Consultant will remain responsible for sublet, assigned, or transferred work.

Professional Services Contract

- If your proposal is accepted and a contract is issued, then this RFP and all documents attached hereto, including any amendments, and any other written offers/clarifications made by the Offeror and accepted by the City of Socorro, will be incorporated into a contract between the City of Socorro and the Proposer, it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be determined to exist or bind any of the parties hereto.
- The submission of a proposal shall be considered as a representation that the Proposer has carefully investigated all conditions, has complete knowledge of the scope, nature, and quality of work required, and is familiar with all applicable Federal and Local regulations that affect or may at some future date affect the performance of this contract. The following information is furnished to the Proposers for consideration while preparing their response to this RFP. The information is representative of specific provisions that the COS expects to incorporate into the Agreement for consultant services but should not be considered an exhaustive list or final language of such anticipated provisions.
- Acceptance of this proposal will take place only upon the award by the City of Socorro's City Council, execution of the contract by the proper City officials, and delivery of the fully executed contract to the Proposer. Acceptance may be revoked at any time before the fully executed contract is delivered to the successful Proposer. The contract may be amended only by written Agreement between the Proposer and the City of Socorro.

Termination Of Contract

- The City of Socorro may terminate the contract at any time, for the City's convenience and without cause.

Indemnification Hold-Harmless Agreement

- The Proposer agrees to hold harmless the City from any lawsuits or litigation which may arise at any time from its negligence, gross negligence, or willful misconduct while under contract to the City and also agrees to indemnify the City from liability imposed upon it as a result of any of its activities hereunder.

Payment Terms

- All invoices for services will be processed within 30 days, pending verification and the receipt of any required documentation of services provided in accordance with the terms of the final agreement between the Offeror and the City of Socorro, Payment will be issued on a monthly schedule, based on invoices for services provided.

Assignment or Subcontract

- The contract may not be assigned or subcontracted by the Offeror without the written consent of the City. If all or a portion on the contract work is proposed to be assigned or subcontracted, the name of the individual(s) to complete the work, address and the Offeror proposed shall be submitted within the scope of the proposal.

Independent Contractor Status

- The Offeror agrees that it is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

Amendments to Contract

- This contract may be modified only by written amendment to the contract, signed by both parties.
- Amendment of proposals may be done as follows:
 - By the City: Proposals may be amended by the City of Socorro in response to the need for any further clarification, specifications and/or requirements changes, new opening date, etc. Copies of the amendment will be mailed to prospective vendors.
 - By Offeror: Proposals may only be amended after receipt by the City of Socorro by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by the City.
 - Proposals may be withdrawn only in total, and only by a written request to the City prior to the time and date scheduled for opening of proposals.

Waiver

- One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such.

Non-Discrimination

- In connection with the work performed under this Agreement, the Proposer agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin, or ancestry. This provision must be included in all subcontracts.

Compliance/ARPA

- Any contract and this RFP between the Proposer the City of Socorro shall comply with all local, state, and federal laws and regulations, and this RFP and subsequent contract are intended to comply with all regulations and rules under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021), and related and ancillary rules and regulations. To the extent that this RFP or any contract awarded hereunder contains terms or conditions inconsistent with such regulations and rules, those regulations and rules shall govern and supersede and control the terms of the RFP or subsequent contract awarded hereunder.

NOTICE TO VENDORS:

Effective January 1, 2016, Texas Government Code Section 2252.908 requires persons who enter into contract with a government entity to submit a disclosure of interested parties (**Form 1295**) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

Use the following link to access filing instructions:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

ATTACHMENT A

SB 252 COMPLIANCE

Effective: September 1, 2017

Verification

I, being over the age of eighteen years and in my official capacity representing an entity that is a party to this contract with the City, hereby swear and verify under oath that:

- (1) Entity does not engage in business with or in the countries of Sudan or Iran, and
- (2) Entity does not engage in business with terrorist organizations

Company/ Entity:

Signature of Representative and Title:

Date:

ATTACHMENT B

HB 89 COMPLIANCE

Effective: September 1, 2017

**SWORN VERIFICATION OF STATEMENT REGARDING:
ISRAEL BOYCOTT
AND
PROHIBITION ON CONTRACTING WITH A COMPANY DOING BUSINESS WITH IRAN,
SUDAN, OR A FOREIGN TERRORIST ORGANIZATION**

In accordance with Texas Government Code Section 2270.02, this Company does not boycott Israel and will not boycott Israel during the term of this contract.

In accordance with Texas Government Code Section 2252.152, this Company does not engage in active business operations with Sudan, Iran, a foreign terrorist organization or a Company that is identified on divestment statute lists prepared and maintained by the Texas Comptroller of Public Accounts.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

1. does not boycott Israel currently; and
2. will not boycott Israel during the term of the contract; and
3. is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at
<https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company/ Entity:

Signature of Representative and Title:

Date:

ATTACHMENT C

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FOR
M CIQ		
For vendor or other person doing business with local governmental entity		
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICE USE ONLY	
<p>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).</p> <p>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.</p> <p>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.</p>	Date Received	
Name of person who has a business relationship with local governmental entity.		
<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.		
<p>(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.)</p>		

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 person doing business with the governmental entity

Date

ATTACHMENTD

American Rescue Plan Act (ARPA) Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Socorro by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Socorro, according to the City’s Award Terms and Conditions; by ARPA and its implementing regulations; and as established by the Treasury Department.

- 1. Equal Opportunity.** Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Minority and Women Business Enterprises (if applicable to this Contract)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a) Including qualified women’s business enterprises and small and minority businesses on solicitation lists;
- b) Assuring that women’s enterprises and small and minority businesses are solicited whenever they are potential sources;
- c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women’s business enterprises;
- d) Where the requirement permits, establishing delivery schedules which will encourage participation by women’s business enterprises and small and minority business;
- e) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

- 2. Suspension and Debarment.** (applies to all purchases.)

- a. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt.

3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

- b. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the City of Socorro. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

4. Access to Records. (applies to all purchases.)

- a. The Contractor agrees to provide the City of Socorro, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.
- b. The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- c. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies

only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- c. The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Socorro and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- d. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
 - a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - b. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected

to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds.

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

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

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials)

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

I _____ (name/title) of _____ (company name), have read and understand the contractor requirements for ARPA-funded contracts.

Date: _____

Signature of Contractor's Authorized Official

(Print name of person signing above)

(Title of person signing above)

**- This form is required only for Contracts, Grants, Loans, Transfers, or Direct Payments
equal to or greater than \$50,000 -**

Subrecipient identifying and demographic information (e.g., UEI/TIN number and location)	
Award number (e.g., Award number, Contract number, Loan number)	
Award date, type, amount, and description	
Award payment method (reimbursable or lump sum payment(s))	
For loans, expiration date (date when loan expected to be paid in full)	
Primary place of performance	
Related project name(s)	
Related project identification number(s) (created by the recipient)	
Period of performance start date	
Period of performance end date	
Quarterly obligation amount	
Quarterly expenditure amount	
Project(s)	
Additional programmatic performance indicators for select Expenditure Categories	

- This form is required only for purchases of more than \$100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal 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 an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), “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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification 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 \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Date: _____

(Print name of person signing above)

(Print title of person signing above)