



**CITY OF SOCORRO  
REQUEST FOR PROPOSALS  
RFP # 23-02**

**Request for Proposals (RFP) to Provide Economic Recovery  
Strategic Services to the City of Socorro, Texas**

**SUBMITTAL DEADLINE: April 21, 2023 by 3:00 PM MST**

**CITY OF SOCORRO  
ATTENTION TO: Olivia Navarro, City Clerk**

**RFP # 23-02  
124 Horizon Blvd.  
Socorro, Texas 79927  
(915) 858-2915**

**REQUEST FOR PROPOSALS**  
**RFP # 23-02**  
**FOR ECONOMIC RECOVERY STRATEGIC SERVICES**

**ANNOUNCEMENT**

The City of Socorro Texas is soliciting Requests for Proposals to provide Economic Recovery Strategic Services to the City of Socorro, Texas. The Request for Proposals is due by **APRIL 21, 2023 AT 3:00 PM (MOUNTAIN TIME)**. Proposals must be submitted via email to the City Clerk at [cityclerk@costx.us](mailto:cityclerk@costx.us) with the subject line “**RFP for Economic Recovery Strategic Services**”.

Any proposal received after the stated closing time will not be accepted. RFPs sent by mail must be received by the City of Socorro no later than the deadline provided above.

Until the final award of a contract by the City of Socorro, the City reserves the right to reject any and/or all proposals, waive technicalities to re-advertise, and proceed otherwise when the city's best interest will be realized hereby.

RFPs must be signed by someone having the authority to bind the entity submitting the proposal.

Any comments, questions, or administrative inquiries regarding this RFP or services required herein, must be directed (via email or in writing) by April 14th, 2023, at 12 p.m. to:

City of Socorro  
124 Horizon Blvd.  
Socorro, Texas 79927  
Attn: Olivia Navarro, City Clerk  
Email: [cityclerk@costx.us](mailto:cityclerk@costx.us)

Questions (edited as deemed appropriate by the City of Socorro) and answers may be made available to all interested parties via posting on the City of Socorro’s website ([www.costx.us](http://www.costx.us)) by the City of Socorro before the RFP submittal deadline as noted in the Proposed Schedule for this RFP. Proposers are responsible for monitoring the City of Socorro’s website for periodic updates.

## **PROPOSED SCHEDULE**

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

### **PROPOSED SCHEDULE**

RFP Issue Date:	April 3, 2023
Comments/Questions Due	April 14, 2023, 12:00 pm (MST)
Submittals from Proposers Due	April 21, 2023, 3:00 pm (MST)
Open RFPs	April 21, 2023, 3:01 pm (MST)
Evaluation Committee Scoring Due	April 27, 2023
Execution of Agreement	May 2023

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## **Request for Proposals**

### **Economic Recovery Strategic Services for the City of Socorro, Texas**

#### **REQUESTED WORK:**

The City of Socorro, Texas, Economic Recovery Office (the “ERO”) seeks proposals from experienced and knowledgeable firms in preparing Economic Recovery strategic services for municipalities and economic development corporations.

**ISSUED BY:** The City of Socorro, City Clerk  
124 Horizon Blvd.  
Socorro, Texas 79927

**DATE DUE:** Proposals are due by **3:00 pm M.S.T. on Friday, April 21, 2023**

#### **1.0 CITY OF SOCORRO, TEXAS PROFILE**

The City of Socorro, Texas is a community of more than 34,500 people. Socorro, Texas is directly located in the southeast of El Paso and is 12 miles from downtown. The community was founded in the 1680s, but the City of Socorro, Texas was incorporated in 1985. Over the past decade, Socorro, Texas has been consistently ranked among the fastest-growing cities in the U.S. by the Census Bureau. It is the second-fastest-growing city in El Paso County.

Socorro, Texas has deep roots as a small community and still retains a hometown feel that attracts young families. With a median age of 28 years, 8 percent with a bachelor’s degree or higher, and a median household income of \$38,111. Socorro, Texas is widely considered the next major population base of El Paso MSA.

Socorro, Texas offers a quality of life, with 10 City-maintained parks, over 46 acres of City-owned parkland, and 7 undeveloped parks that also serve as stormwater retention areas measuring over 26 acres. Socorro, Texas residents have a high service level expectation from the city, which the City consistently strives to exceed.

#### **2.0 PURPOSE**

The selected firm will interface with City Staff to develop and undertake a process to facilitate the creation of the Economic Recovery Strategic Plan and other related reports. The process should include:

- Research and data collection and analysis, including economic conditions, demographics, and market trends, focused on situating Socorro, Texas within the region.
- Community outreach and engagement with City and area leadership and resources, including but not limited to local officials, business leaders, real estate professionals, developers, small businesses, other community leaders, and the community at large.
- Development of Economic Recovery strategies for discussion, review, and refinement with City leadership and other collaborating participants through an interactive process; and
- Development of implementation strategies, tools, and communication plan.

### **3.0 SCOPE OF SERVICES**

The scope of services for the Economic Recovery services will include, but not be limited to the following tasks and deliverables, as they relate to a strategic plan for the City of Socorro, Texas:

#### **3.1 DESCRIPTION OF SERVICES NEEDED BY TASK**

##### **Task 1 - Develop an Economic Recovery Strategic Plan**

- **Evaluation of Current Conditions and Trends**
  - Analyze economic conditions, demographics, market trends, Strengths, Weaknesses, Opportunities & Threats (SWOT) Analysis, and opportunities, situating Socorro, Texas within the region.
  - Confirm and/or Update EDC's current target sectors, and identify national and regional markets for recruitment of target sectors.
  - Conduct a SWOT Analysis of the existing economic base and potential future market focuses. A visioning process can take part in this analysis to identify future markets.
  - Recommend development strategies, tools, and funding mechanisms to assist Socorro, Texas businesses impacted by regional challenges, demographic shifts, and pandemic impact on Socorro.
- **Identify Classes of Beneficiaries for Small Business Assistance**
  - Analyze and identify the negative economic impacts for classes of beneficiaries based on ARPA rules and Title 31, Subtitle A, Part 35, Subpart A, § 35.6 Eligible uses. This report will be used to justify the classes of beneficiaries for small business assistance under the ARPA program.
- **Develop a public participation plan**
  - The public input plan is the process that engages the community. The plan must hold at least two public meetings, and innovative delivery methods (i.e., bilingual facilitators, and audio & visual aids) are recommended. Public input meetings should be held at a City of Socorro public facility. This process may use creative outreach methods to engage the general public.

- Organize at least two executive stakeholder meetings with City leadership (City Council and key staff), and a key business stakeholders meeting (resource partner agencies, mentor’s panel, & key small business partners)
- **Develop, present, and discuss possible strategies and tools** for achieving desirable outcomes; and refine and develop strategies based upon feedback from the City leadership team.
- **Presentation of Community Input Key Findings**
  - Present key findings from discussions, interviews, surveys, etc. to City leadership. The visioning process can be a part of the presentation in identifying key findings.
- **Develop an Implementation Strategy**
  - Provide City Leadership with an implementation plan including action items and justifying the need for a comprehensive economic recovery program. The strategy should cover key resource tools and staffing with some “quick wins” and long-range economic recovery goals.
- **Provide a clear and communicative final report** outlining the process undertaken, discovery content revealed, and related outcome recommendations, strategies, tools, investments, process updates needed, etc., for wide distribution and use as a guiding document for further future Economic Recovery strategy execution activities. This should be the first deliverable as mentioned under 3.2.
  - Include specific recommendations for key target markets based on SWOT analysis and visioning process.

## **Task 2 - Entrepreneurship Report**

- **Research and develop a strategy for supporting entrepreneurship**, including individual and startup businesses. The strategy must incorporate previously completed studies to develop a small business / entrepreneurial incubator, assess current and ongoing activities to develop this incubator, and provide additional context to establish market demand for incubator services post-COVID.
- Prepare a management plan for the operation of the incubator to meet the Economic Development Administration’s grant application requirements for incubator projects.
- Identify tools & resources that are best practices in developing this entrepreneurial center. This task should be a separate report.

## **Task 3 - Conduct a Retail Market Study**

- **Analyze the market conditions of the top four retail corridors** in Socorro: Nuevo Huevo Tanks/North Loop, Horizon & North Loop, Alameda/Rio Vista, and Socorro Rd/historic mission trail; and identify key retail niches that would help spur development.

- Identify a retail recruitment strategy with specific restaurant, café, grocery and hospitality targets
- Identify if there is a market for a Destination Retail project that would provide a unique product or good, and that would be a good fit for Socorro. This task should be a separate report.

### **3.2 DELIVERABLES**

The deliverables will be completed in phases in the order listed below. It is suggested that consultants identify in phases each with timeframes for the completion of deliverables following the order that they appear below. The deliverables can be phased out into separate project tasks. Each deliverable should be costed out separately.

1. Complete a strategic plan with a report on the economic conditions, key findings and recommendations, and an implementation strategy
2. Complete an entrepreneurship study
3. Complete a retail market study

### **4.0 CONTRACT COMPENSATION**

This RFP is for professional Economic Recovery strategic planning services only. The method and amount of compensation shall be negotiated. All responses to this RFP are prepared and submitted at the sole cost and expense of the proposer.

### **5.0 SUBMITTAL REQUIREMENTS**

#### **RFP Submittal Requirements**

Consultants interested in providing these services must prepare and submit a proposal that includes:

1. **Cover Letter** - The Cover letter is to be signed by an officer of the firm authorized to execute a contract with the City of Socorro.
2. **Consultant Team Qualifications** - This section shall describe the areas of expertise on the consultant team including current permanent staff and the types of services that the lead firm and any supportive team members can provide and have demonstrated experience in completing for municipal clients and economic development entities.
3. **Key Personnel** - Include a proposed project management structure. Identify the key contact for the project and all personnel assigned to work on it, including a description of their



abilities, qualifications, and experience. A meeting facilitator shall be included as part of the project team. Include resumes for all key individuals. There can be no change of key personnel once the proposal is submitted without the prior approval of the City of Socorro.

4. **Project Understanding & Approach** - A concise description of project understanding, work approach, and methodology will be identified.
5. **Project Schedule** - Propose a general timeline for the strategy's completion and the other project deliverables. The timeline should include a start date, milestones, and target completion date.
6. **Project Experience & References** - Provide brief descriptions of three (3) projects dealing with economic development, master plans, or similar topics prepared by or under the direction of your firm. Include in your description the techniques utilized in using the strategic plan process and the outcome of the planning process. Describe innovative and inclusive methods employed for community engagement, public participation, and outreach as part of similar efforts. Where applicable, provide examples where cities have followed your plan and successfully reached stated goals. Please also include a list of references for these projects and others with an emphasis on those undertaken within the last five (5) years and those done for cities substantially similar to Socorro.
7. **Proposal Fee** – Provide your consultant fee. A fee should be provided separately for each deliverable. The exact disbursements may be negotiated.
8. **Deadline and Delivery** - One (1) digital copy of the proposal submitted via email to [cityclerk@costx.us](mailto:cityclerk@costx.us) with the subject line “**RFP for Economic Recovery Strategic Services**”. The deadline for the submittal of proposals is Friday, April 21, 2023, at 3 PM MST. Proposals received after 3 PM MST will not be accepted.

**Questions regarding this RFP shall be directed to:**

City of Socorro City Clerk Office at (915) 858-2915 at [cityclerk@costx.us](mailto:cityclerk@costx.us).  
Monday – Friday, during the regular business hours of 8:00 AM to 5:00 PM

Submissions should be made via email, in a single, combined PDF.

Please be advised that failure to comply with the following criteria may be grounds for disqualification:

1. Receipt of submittal by the specified date and time.
2. Adherence to maximum page limits (this includes the proposal and cover letter).

Submittals are not returnable and will become the property of the City of Socorro, Texas. Please be advised that once submitted, they become “public records” and are available to all for inspection and copying, upon request.

## **Proposal Format**

1. One PDF copy, not exceeding 10 MB, shall be provided.
2. Consultant shall limit the proposal to no more than ten (10) pages. The 10-page limit does not include the proposal cover letter, table of contents, required attachment forms, or section dividers. Pages may be configured horizontally or vertically and shall be formatted to print on 8.5 x 11 letter-sized paper without scaling, with minimum 1/2-inch margins and minimum 10-point text.
3. The proposal shall be accompanied by a one-page cover letter that shall be bound with the proposal as the first page after the front cover. The proposal shall reference company history and any previous strategic plans conducted.
4. The proposal shall include:
  - a. SB252- Form filled out and attached as Attachment A.
  - b. HB 89- Form filled out and attached as Attachment B.
  - c. Conflict of Interest Questionnaire attached as Attachment C.
  - d. American Rescue Plan Act (ARPA) Contract Addendum attached as Attachment D.

## **6.0 REVIEW PROCESS**

Consultant selection will be based on a qualitative review of the proposals submitted. The City of Socorro staff may request additional clarifying information from any or all consultants that submit a proposal during the review process. The staff will evaluate the responses to this RFP, may interview the top-rated consultants, and will make a recommendation to the City of Socorro on the selection of the consultant determined to be the most qualified for the project. It is anticipated that the City of Socorro and the selected firm will enter into a professional services contract for the period beginning May 2023 or sooner, through project completion.

### **Selection Criteria**

A series of selection criteria will be utilized (not necessarily in this order) during the review of all proposals and throughout the selection process. The selection criteria include but are not limited to the following:

1. **Consultant team qualifications and key personnel** - Demonstrated level of qualifications, experience, and professionalism for the respondent firm (or team), its principals, project management team, project manager, key staff, and sub-consultants (if applicable) assigned to the project; and experience with economic recovery best practices;
2. **Project experience** - Demonstrated level of professional and technical expertise (particularly expertise at both the neighborhood and citywide aggregate levels) and proven record in the preparation of economic development strategic plans (and other economic development plans) by the respondent firm (or team);

3. **Community engagement** - Demonstrated experience in community engagement, public participation, and outreach as part of similar efforts; and with public agencies, city departments, and other regional entities as part of similar efforts;
4. **Project approach** - Demonstrated adherence to, and ability to stay on task, schedule, and budget as part of similar efforts;
5. **Project schedule** - Demonstrated capacity and capability of the firm to perform the work within the specified timeline;
6. **Efficiency and innovation** - The overall value of the proposal and proposed services relative to the level of creativity and innovation in the proposed approach to the project;
7. Cost of professional services.

## **7.0 MISCELLANEOUS REQUIREMENTS**

**7.1 GENERAL CONDITIONS Limitations** - This proposal request does not commit the City of Socorro to award a contract or to pay any costs incurred due to preparing such a response. The City reserves the right to accept or reject all responses received in response to this request, to negotiate with all qualified respondents, or to cancel in part or its entirety this request for proposal if it is in the best interest of the City. The Consultant Selection Committee may require consultant participation in negotiations, the result of which may require revisions to the response as submitted.

**7.2 Insurance requirements** - The Consultant will be required to provide contract liability insurance coverage of not less than \$1 million before initiating work. The consultant also must provide proof of workers' compensation insurance as required by law. In addition, the Consultant must carry automobile liability insurance in the minimum amount of \$500,000 to cover bodily injury and property damage and indemnify COS from any liability as set forth by COS and provide a certificate of insurance with COS listed as an additional insured.

**7.3 Conflict of interest Disclosure** - Proposers must familiarize themselves with and comply with the COS's Conflict of Interest Questionnaire form. The consultant will be required to fill out a conflict-of-interest questionnaire with the proposal.

**7.4 INDEMNIFICATION HOLD-HARMLESS AGREEMENT**- The Consultant agrees to hold harmless the City from all 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.

**7.5 Non-Discrimination** – In connection with the performance of work under this agreement, the Consultant 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.

**7.6 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.

**7.7 Amendments to the 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 Consultant: 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.

**7.8 Independent Contractor Status** – The Consultant 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.

**7.9 Termination of Contract** – The City of Socorro may terminate the contract at any time, for the City's convenience and without cause.

**7.10 ARPA Contractor Requirements** – The Consultant agrees to comply with all applicable terms and conditions as per Attachment A – American Rescue Plan Act (ARPA) Contract Addendum. Any contract and this RFP between the Consultant and 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.

**7.11 Business Registration** - The Consultant certifies below that the firm or company is authorized to do Business in Texas, and that it adheres to any state requirements.

**7.12 Financial Certification**

Has your firm or company been in breach of a contract for unperformed or defective work?

Yes \_\_\_\_ No \_\_\_\_  
If yes, explain

---

During the last ten years, has your firm or company been a party to litigation, arbitration, or mediation?

Yes \_\_\_\_ No \_\_\_\_  
If yes, explain

---

Signature of authorized representative, certifying the truth of all statements.

[Signature]

[Type Name]

Date

**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](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**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		<b>OFFICE USE ONLY</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		Date Received
<b>1</b>	<b>Name of vendor who has a business relationship with local governmental entity.</b>	
<b>2</b>	<input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
<b>3</b>	<b>Name of local government officer about whom the information is being disclosed.</b>	
	_____	
	Name of Officer	
<b>4</b>	<b>Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b>	
	A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>5</b>	<b>Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b>	
<b>6</b>	<input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b>	
<b>7</b>		
	_____ Signature of vendor doing business with the governmental entity	_____ Date

## Attachment D

### 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 through the 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.

\_\_\_\_\_  
Signature of Contractor’s Authorized Official

Date: \_\_\_\_\_

\_\_\_\_\_  
(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.

\_\_\_\_\_ Date: \_\_\_\_\_



Signature of Contractor's Authorized Official

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(Print name of person signing above)

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(Print title of person signing above)