



**CITY OF SOCORRO
REQUEST FOR QUALIFICATIONS
RFQ # 24 - 01**

**Request for Qualifications (RFQ) for Comprehensive
Creation of a Unified Development Code (UDC)**

SUBMITTAL DEADLINE: February 2, 2024

**CITY OF SOCORRO
ATTENTION TO:
Olivia Navarro, City Clerk
124 S. Horizon Blvd.
Socorro, Texas 79927
(915) 858-2915**

**REQUEST FOR
QUALIFICATIONS RFQ
#24-01
FOR CREATION OF A UNIFIED DEVELOPMENT CODE (UDC)**

INTRODUCTION

The City of Socorro, Texas (the “City” or “City of Socorro”) is seeking qualifications from qualified professional planning firms to provide professional consulting services to update development related ordinances and historic corridor & district design guidelines to a Comprehensive Unified Development Code (UDC). The city’s current Code of Ordinances can be found at: <https://costx.us/local-ordinances/> and Design Guidelines can be found at <https://costx.us/wp-content/uploads/2021/04/Mission-Trail-Design-Guidelines.pdf>

The City of Socorro is requesting proposals for qualified planning consultants to prepare a UDC. The UDC will address topics related to general provisions for development, review authority & procedures, applications & permits, subdivision, zoning district & use regulations, site development & design standards, environmental protection, signs, historic corridor & district design guidelines, and compliance & enforcement.

The City strives to produce development regulations that address contemporary development and zoning practices; are easily understood by administrators, the public and the development community; and support the goals and policies of the Socorro 2040 Comprehensive Plan and other related long-range planning policy documents.

The City of Socorro’s focus is to establish clear, responsible development regulations with appropriate design criteria that will provide opportunities for innovative and creative approaches to development while supporting an economically viable and sustainable community.

SUBMITTAL INSTRUCTIONS

Statements of Qualifications shall be mailed or hand-delivered to Olivia Navarro, City Clerk for City of Socorro, 124 S. Horizon Blvd., Socorro, Texas 79927, by **3:00 PM (MOUNTAIN TIME), on FEBRUARY 2, 2024**. Bids received after **3:00 PM (MOUNTAIN TIME) on FEBRUARY 2, 2024** will be disqualified. Statements will be publicly opened and read aloud at the City of Socorro’s Administration Building, 124 S. Horizon Blvd., Socorro, Texas 79927, on **FEBRUARY 2, 2024, at 3:00PM (MOUNTAIN TIME)**.

- Qualifications will be accepted on or before the deadline identified above.
- Qualifications received after that date and time will be rejected.
- Qualifications will be opened publicly.
- Contact with elected officials, committee members and other staff members is grounds for disqualification.

Faxes are not acceptable. A submittal that is incomplete or received after the above stated date and time will not be accepted.

Five (5) qualification documents and an electronic copy in a flash drive should be included, each clearly marked: **RFQ COMPREHENSIVE CREATION OF A UNIFIED DEVELOPMENT CODE - City of Socorro, Texas. Qualifications should be limited to no more than thirty-five (35) 8.5x 11-inch pages single-sided.**

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

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

For more information or questions regarding submission requirements, please contact the City Clerk office at **(915) 858-2915**, or by email at onavarro@costx.us.

SELECTION PROCESS MILESTONES

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

RFQ Issue Date:	January 7, 2024
Questions from Proposers Due:	January 12, 2024
COS Responses Provided:	January 19, 2024
Submittals from Proposers Due:	February 2, 2024 @ 3:00 p.m. (MST)
Evaluation Committee Scoring Due:	February 15, 2024
Selection (if any):	February 29, 2024
Execution of Agreement:	March 2024

SCOPE OF WORK

The scope of the UDC will affect areas located within the incorporated limits of the City of Socorro. Certain provisions will apply in the extraterritorial jurisdiction to the extent permitted in the State of Texas. A Technical Staff Committee will be established and comprised of a diverse group of department representatives to ensure that the new code is comprehensive and well-informed.

The development of the UDC will replace the existing development related ordinances and the *Historic Corridor & District Design Guidelines*. Recognizing the unique development challenges of the City, including coordination with multiple entities

outside of the City of Socorro jurisdiction, the UDC will provide a set of development regulations that codify the recommendations of the Socorro 2040 Comprehensive Plan (currently under development), Major Thoroughfare Plan and Study, Parks Master Plan and ADA Transition Plan, while facilitating sustainable development and simultaneously being responsive to a divergent set of community interests.

Overall, the comprehensive process will involve tasks that provide deliverables along the way; include the community throughout the time frame and move forward in an informed way to create the regulations that are best suited to fill the needs of this community.

Code Diagnostic and Analysis

The selected consultant team will perform a diagnostic analysis of the current zoning, subdivision platting, sign, and development related ordinances. This diagnostic will identify conflicts with federal regulations, state statutes, case law, other city ordinances, the Comprehensive Plan, the Future Land Use map, and other plans and studies. The analysis should include area not covered by the existing code, Areas such as, but not limited to landscaping and active transportation standards. The diagnostic analysis will itemize known issues with the current ordinances information from staff regarding application and utilization. The Technical Staff Committee should be assembled to assist with this diagnostic, sharing issues and experiences. Stakeholder interviews will also prove helpful in assessing issues experienced by the development and building community, as well as neighborhood residents.

The selected consultant team is expected to demonstrate clear understanding of necessary actions to achieve the vision established in adopted plans. They shall take note, through general community and neighborhood evaluation, and review of the existing plans and policies, of unique neighborhood and geographic features, associated cultures, architecture, and form of development.

The consultant team should develop a menu of options and approaches to address issues identified in the diagnostic. To arrive at their conclusions, the consultant team may test implementation through scenarios and modeling. Approaches for how to address the potential creation of legal nonconforming uses upon adoption will need to be provided. The consultant team shall articulate implications of the different options and recommend implementation strategies for discussion.

Applicable Regulations

Current code provisions related to development are not only numerous but are also outdated and cumbersome to navigate. Some regulations use contradictory language when read in tandem with other provisions in different parts of the code. There is a lack of graphics, illustrations, and clear and consistent definitions. There are insufficient cross-references, outdated standards and design guidelines, and vague and ambiguous language. The following land use regulations and manuals are expected to be analyzed to determine extent of integration, and then aligned and updated as needed:

1. Chapter 46 - Zoning
2. Chapter 36 - Streets, Sidewalks, and Public Places
3. Chapter 20 - Historical Landmarks
4. Chapter 38 – Subdivisions
5. Other Chapters (Sections thereof)
 - a. Chapter 44 – Utilities
 - b. Chapter 13 - Fire Prevention and Protection
 - c. Chapter 6 - Buildings and Construction
 - d. Chapter 26 - Manufactured and Mobile Homes
6. Socorro 2040 Comprehensive Plan (currently under development)
7. Comprehensive Sidewalk Master Plan
8. Major Thoroughfare Plan and Study
9. Parks Master Plan
10. ADA Transition Plan
11. The Mission Trail Historic Corridor & District design guidelines
<https://costx.us/wp-content/uploads/2021/04/Mission-Trail-Design-Guidelines.pdf>

NOTE: Unless otherwise noted, all regulations listed above can be found at https://library.municode.com/tx/socorro/codes/code_of_ordinances and plans can be found on the City of Socorro’s Master Plans and Studies webpage <https://costx.us/master-plan-studies/>.

Preparation of the UDC will consider the City’s applicable plans, studies, and design guidelines.

PROJECT SCOPE

The scope of services listed below is not intended to be a comprehensive list of what the consultant team will provide, but rather shall serve as a guide. It is expected that the selected consultant team’s proposals will provide more specific recommendations for approaches, tasks, timelines, and deliverables based on their experience and expertise from past work on related projects. The consultant team is expected to bring creative and innovative ideas and procedures to the project, and work with City staff to customize the details, work plan and phase structure.:

Project Kickoff

Initial meeting with City staff to review project timeline, schedule meetings and begin the process of data acquisition.

Branding

The selected consultant will assist City staff with identifying a marketing brand and strategy for the project effort. Such branding could include a name and logo that complements the City's official logo in style and color, as well as the Socorro 2040 logo. The marketing logo and branding will be the property of the City of Socorro, and may be used on all related documents, correspondence, marketing materials, website, etc.

Code Diagnostic Analysis

The selected consultant team will perform a diagnostic analysis of the current zoning, subdivision platting, sign, and historic preservation ordinances. This diagnostic will identify conflicts with federal regulations, state statutes, case law, other city ordinances, the Comprehensive Plan, the Future Land Use map, and other plans and studies. The diagnostic analysis will itemize known issues with the current ordinances, including information from staff regarding application and utilization. A Technical Staff Committee should be assembled to assist with this diagnostic, sharing issues and experiences. Stakeholder interviews will also prove helpful in assessing issues experienced by the development and building community, as well as neighborhood residents.

The selected consultant team is expected to demonstrate clear understanding of necessary actions to achieve the vision established in adopted plans. They shall take note, through general community and neighborhood evaluation, and review of the existing plans and policies, of unique neighborhood and geographic features, associated cultures, architecture, and form of development.

The consultant team should develop a menu of options and approaches to address issues identified in the diagnostic. To arrive at their conclusions, the consultant team may test implementation through scenarios and modeling. Approaches for how to address the potential creation of legal nonconforming uses upon adoption, will need to be provided. The consultant team shall articulate implications of the different options and recommend implementation strategies for discussion.

Community Outreach

Plan and implement an extensive stakeholder and public outreach process that is fully accessible and responsive to the community's needs using a range of methods to inform and involve stakeholders, citizen organizations and the general public. Consultant should be prepared to provide information to the public in Spanish when appropriate.

The selected consultant team should expect to hold or attend meetings and workshops with City Council, Planning Commission, Zoning Board of Adjustment, Historic Landmark Commission, the development community, advisory committee, task groups, key stakeholders, and the general public. In all engagement settings, the consultant team will act as expert facilitator in the formulation of standards that are acceptable to both

residents and the development/business community by providing neutral opinions, creative alternatives, best practice recommendations, and potential resolutions.

The selected consultant team will prepare data, graphics, tables, charts, PowerPoints, maps, and all other materials necessary to facilitate all public engagement activities and meetings in English and Spanish. Any GIS-oriented web applications to assist with public outreach will be developed by the consultant using the ArcGIS Online platform provided by ESRI. For staff to assist in outreach deliverables should be sent electronically in addition to providing printed outreach bilingual materials.

UDC Drafting and Development

The selected consultant team will document, compile and analyze all data, public input, and committee guidance. This information will influence and drive document development and finalization of standards into a UDC draft that clearly reflects the Comprehensive Plan's expectations. The consultant team shall ensure compliance with all applicable Texas state statutes, federal laws, and Supreme Court decisions. The team will additionally provide guidance regarding any zoning map changes which result from converting to the UDC.

Document component drafts and accompanying illustrations will be prepared for review by City staff and the Citizens Advisory Committee. After providing sufficient time for detailed review of drafts, the consultant will follow-up with final versions in response to comments, feedback, corrections, etc.

Adoption Process and Deliverables

The consultant team is expected to carry the UDC from inception through document adoption. The adoption process will include review and recommendation by boards and commissions, and potential joint workshops with boards, commissions, and City Council, before final consideration by City Council. The consultant team's responsibility to present at the meetings with these boards/commissions will vary subject to strategy, although attendance at a minimum is required.

The consultant team will provide fifteen (15) hard copies of the draft UDC ahead of the Planning Commission recommendation and City Council final consideration. The consultant team shall also track recommended modifications by all boards/commissions in a table or the best tool recommended by the team. These recommended modifications will be considered by City Council alongside the staff/consultant-recommended final draft.

The consultant will provide ten (10) bound hard copies of the final, adopted UDC, as well as the full document in web-ready, hyper-linked, electronic format acceptable to the City. Project files and GIS data used to produce all final maps will be provided as ESRI project files, geodatabases, and layer files containing the symbology and labeling properties that are compatible with the City's systems in place at time of adoption.

QUALIFICATION STATEMENTS

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 of a larger size 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 response itself shall be limited to thirty-five (35) pages, single-sided, and may include typed text, graphics, charts, and photographs (except when found on section dividers and not referenced in the text). Minimum type or font size for text is 12- point. The minimum for non-text portions, such as graphics and charts, is 10-point.

At a minimum, qualification submittals should include:

Section 1. Narrative

All information shall be presented in a single-bound volume sufficiently reviewed to ensure completeness and accuracy of detail. Documents that do not comply with the instructions in this RFQ will not be accepted. It is mandatory that the document contain the following items and be presented in the following order:

1. Title Page

- Show the RFQ title being proposed on, the name of your firm, address, telephone numbers, name of a prime contact person and date.

2. Letter of Transmittal

- Identify the RFQ project.
- Briefly state your Firm’s understanding of the services to be performed and make a positive commitment to provide services as specified.
- Outline any unique features or conditions that appear to need special attention that the consultant may be particularly well qualified to address.
- A corporate officer or another individual who has the authority to bind the firm must sign the letter. The name and title of the individual(s) signing the document must be clearly shown immediately below the signature.

3. Table of Contents

- Clearly identify the materials by Section and Page Number.

4. Core Content

(1). Relevant Experience:

Include a brief statement concerning the recent relevant experience of the persons from your firm and each sub-consultant who will be actively engaged in the project effort. Do not include firm experiences unless individuals who will work on this project participated in that experience. If the consultant qualifications include sub-consultants, a list of such consultants shall be submitted, and qualifications and experience stated for each subconsultant.

(2). Consultant Profile:

Provide at least the following information about any firm participating on the consultant team:

- Firm name, business address, telephone number, and email address
- Year established (including former firm names and year established if applicable)
- Project Manager’s name, mailing address, email address, telephone number, and resume
- Office locations

(3). Key Project Personnel:

It is recommended personnel have a thorough knowledge and understanding of Municipal Government operations to provide perspective related to comprehensive planning analysis and recommendations. Specific background information for key individuals who will be 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. The proposed key personnel must be the personnel assigned to the project. It is intended that the personnel assigned will carry this project to its conclusion. Firms shall fully disclose and identify any subcontractors or partners and their representative roles in providing service.

(4). Work Plan

Describe the team’s proposed work plan regarding approach to accomplishing the scope, including detailed specific tasks and responsible parties. Include your detailed approach to innovative public outreach and committee organization. Provide a written narrative detailing your general understanding of the City and project. Include a descriptive list of deliverables at each task step, and methodology for benchmarking performance.

(5). Supporting Attachments

Attach only information pertinent to the project being proposed on and that will provide reviewers clear and concise insights into your firm’s capabilities. Include a timeline for estimated completion dates from start to finish with a summary of key benchmarks. Attach any other exhibits Proposer would like for the City to review.

Section 2.

Identify if your firm has had any contracts terminated due to non-performance over the last five (5) years.

Section 3.

Provide disclosure of any potential or existing conflict of interest(s).

EVALUATION CRITERIA AND SELECTION PROCESS

A committee of individuals representing the City shall evaluate the qualifications and will rank the qualification statements 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 document will be required to attend.

SCORING OF QUALIFICATIONS

1.	Firm's response to the RFQ including overall relevant experience, similar projects, and sub consultant experience.	25 Points
2.	The experience and expertise of the specific staff with the firm who are planned to be assigned to this project. Include related experience on similar projects. Provide references for key participants.	25 Points
3.	Past Project Experience.	25 Points
4.	The firm's approach/methodology.	15 Points
5.	Innovation in Community Engagement.	10 Points

ANTICIPATED AGREEMENT PROVISIONS

The following information is furnished to the Proposers for consideration during the preparation of their response to this RFQ. The information is representative of certain 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 prior to the initiation of the work. The coverage must extend a minimum of three (3) years beyond the completion of the Services.

SUBCONSULTANT SERVICES The use of subconsultants must be approved in writing and in advance by the COS. The subconsultants must be qualified to perform all work assigned to them. Responsibility for sublet, assigned, or transferred work will remain with the Consultant.

INSPECTION OF BOOKS AND RECORDS The COS, or any duly authorized

representative of the COS, may at all reasonable times inspect and examine the books and records of the Consultant for the purpose of: (a) checking the salary costs and other expenses described and/or contemplated in the Agreement; or (b) otherwise confirming the Consultant's compliance with the terms of the Agreement. The Consultant shall maintain said books and records and other evidence pertaining to costs, and shall make such materials available at its office, during the term of the Agreement and for a period of three (3) years after the date of final payment thereunder or such time as is required by state or federal law or regulation.

OWNERSHIP AND USE OF DOCUMENTS Notwithstanding any provision in the Agreement or in common law or statute to the contrary, all of the documents, tracings, computer records, discs and tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, logs, survey notes, test procedures, test data, recommendations, reports, and other data and materials, and any part thereof, compiled or to be compiled by or on behalf of the Consultant, together with all materials and data furnished to it by the COS, shall at all times be and remain the property of the COS and shall not be subject to any restriction or limitation on their further use by or on behalf of the COS. The Consultant shall submit all such studies, reports of all types, specifications, and drawings in printed form and in electronic form as prescribed by the COS.

PROFESSIONAL SERVICES CONTRACT If your firm is accepted and a contract is issued, then this RFQ 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 RFQ shall be determined to exist or bind any of the parties hereto.

The submission of a Statement of Qualifications shall be considered as a representation that the Proposer has carefully investigated all conditions, has full 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.

Acceptance of this project will take place only upon 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 prior to delivery of the fully executed contract 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 contract may be terminated by the City of Socorro, 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 and 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.

NON-DISCRIMINATION In connection with the performance of work 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.

ARPA REQUIREMENTS The Proposer agrees to comply with all applicable terms and conditions as per Attachment D – American Rescue Plan Act (ARPA) Contract Addendum. Any contract and this RFP between the Proposer and the City of Socorro shall comply with all local, state, and federal laws and regulations, and this RFQ 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 RFQ or any contract awarded hereunder contains terms or conditions inconsistent with such regulations and rules, those regulations and rules shall govern and supercede and control the terms of the RFQ or subsequent contract awarded hereunder.

REQUIRED DISCLOSURES AND FORMS The City requires that any submittal from the Proposer include the following forms attached below.

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 vendor doing business with local governmental entity		FORM CIQ	
<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>	<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="text-align: center; padding: 2px;">OFFICE USE ONLY</th></tr></thead><tbody><tr><td style="padding: 2px;">Date Received</td></tr></tbody></table>	OFFICE USE ONLY	Date Received
OFFICE USE ONLY			
Date Received			
1 Name of vendor who has a business relationship with local governmental entity.			
2 <input type="checkbox"/> 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)			
3 Name of local government officer about whom the information is being disclosed.			
<hr style="width: 50%; margin: 0 auto;"/> Name of Officer			
4 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.			
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			
5 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.			
6 <input type="checkbox"/> 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).			
7			
<hr style="width: 50%; margin: 0 auto;"/> Signature of vendor doing business with the governmental entity	<hr style="width: 50%; margin: 0 auto;"/> Date		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

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

(Print name of person signing above)

(Print title of person signing above)

ATTACHMENT E

SB 252 Contractor Certification Form

Prohibition on Contracts with Terrorist Organizations

The Texas Legislature approved legislation that will impact all government contracts for goods and services. This addendum requires a certification from any vendor/independent contractor entering into a contract with a governmental entity to ensure the vendor/contractor complies with the requirements stipulated herein.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153:

SB 252 prohibits governmental entities from contracting with parties on the State Comptroller’s list of companies known to have contracts with, or provide supplies or services to, an organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. As a result of this law, governmental entities are required to certify that vendors/independent contractors are not on the listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan, or any Foreign Terrorist Organization.

I, (authorized official) _____, do hereby depose and certify the truthfulness and accuracy of the contents of the statements submitted on this certification, that the company named below: 1) does not do business with Iran, Sudan or any Foreign Terrorist Organization; and 2) will not do business with Iran, Sudan or any Foreign Terrorist Organization during the term of the contract; and 3) is not listed on the website of the Comptroller of the State of Texas

Signature of Contractor’s Authorized Official

Date: _____

(Print name of person signing above)

(Print title of person signing above)

ATTACHMENT F

SB 19 Contractor Certification Form

I, (authorized official) _____, do hereby depose and certify the truthfulness and accuracy of the contents of the statements submitted on this certification, that the company named below: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Signature of Contractor's Authorized Official

Date: _____

(Print name of person signing above)

(Print title of person signing above)

ATTACHMENT G

SB 13 Contractor Certification Form

I, (authorized official) _____, do hereby
depose and certify the truthfulness and accuracy of the contents of the statements submitted on this certification, that
the company named below: (1) it does not boycott energy companies and (2) it will not boycott energy companies
during the term of the contract.

Signature of Contractor's Authorized Official

Date: _____

(Print name of person signing above)

(Print title of person signing above)