



**CITY OF SOCORRO  
INVITATION TO BID**

**SOCORRO STREET PAVING MATERIALS**

**Bid No. 24-07.**

The City of Socorro is soliciting bids for price per ton delivered of Hot Mix Asphalt Concrete (HMAC) specified by the Texas Department of Transportation-Type D, price per gallon delivered of SS1-H Tac Oil Emulsion, and price per ton delivered of Type-A Grade III base material. The bid shall be on a firm lump sum basis with delivery cost stated separately. Bid specifications are available from the City Clerk and all bids must be submitted on official City of Socorro bid forms.

Bidders interested in Bidding on this project may contact Olivia Navarro, Socorro City Clerk, by email at [onavarro@costx.us](mailto:onavarro@costx.us) to receive an electronic copy of all appropriate bid documents.

**Sealed bids** shall be MAILED or HAND DELIVERED to City Clerk, City of Socorro, 124 Horizon Blvd, Socorro, Texas 79927, by 10:00 a.m., on June 21, 2024. Bids received after 10:00 a.m. on June 21, 2024 will be disqualified. Bids will be publicly opened and read in the City of Socorro's Conference room at City Hall, 124 Horizon Blvd, Socorro, Texas 79927, on June 21, 2024 at 10:05 a.m., unless otherwise posted, for furnishing the City with the pricing of the Socorro Street Paving Materials: Hot Mix Asphalt Concrete (HMAC) Specified by the TxDOT – Type D, SS1-H Tac Oil Emulsion, and Type-A Grade III Base Material

The City reserves the right to accept or reject any or all bids and to waive formalities. In case of ambiguity in stating the price in the bid, the City reserves the right to consider the most advantageous bid submission or to reject any bids. Also, the City reserves the right to accept the low bid based on the bid tabulation, combination of bids or all the bids based on the most advantageous bid submission that is desired by the City Department involved and that the City Council in their sole judgment determines is in the City's best interest and benefit.

Bidders on this Project must be prequalified by TxDOT.

**Cone of Silence:** The Cone of Silence Policy prohibits any communication except as provided in the Policy. The Cone of Silence begins on the day the bid is advertised and terminates on the day that a recommendation of contract award is placed on the City Council agenda.

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

The Cone of Silence period begins on the day that the request for proposal (RFP), request for qualifications (RFQ), a competitive bid, a highest qualified bid (including best value and competitive sealed proposals), design-build, public-private partnership or any other type of solicitation required by law, is advertised, or the day a source selection or the giving of a notice of a proposed project is made, and ends on the day that a recommendation of a contract award is posted by the city clerk for placement on the agenda.

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

The City of Socorro (also referred to as the "Owner") shall award this contract on the basis of the lowest bid that is responsible and responsive to this solicitation and meets all materials specifications and requirements, provided, however, that the Owner may accept or reject any or all bids or in the case of ambiguity in stating the price in the bid, the Owner may consider the most advantageous bid submission thereof or reject any or all bids.

The Owner may make such investigations of such additional elements of the Bidder's capacity as it deems necessary to determine the responsibility of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose, as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

**Instructions to bidders:** Bid packets (Specifications and all required forms) are available ONLY in electronic form. Contractor shall request information by email from the Socorro City Clerk ([onavarro@costx.us](mailto:onavarro@costx.us)). Bid documents will only be available up to 3 days prior to Bid Closing. You may contact Olivia Navarro at (915)858-2915 for more information. Office hours are 8:00 a.m. – 5:00 p.m., Monday – Friday.

**All forms in VOLUME I must be printed, completed and submitted in a sealed envelope.**

**NOTE:** It is the responsibility of the bidder to submit any forms that may have been issued by amendment.

Advertised in the EL PASO TIMES on June 9<sup>th</sup>, 2024 and June 16<sup>th</sup>, 2024.

**SOCORRO STREET PAVING MATERIALS  
BID No. 24-07**

**SCOPE OF BID SUBMISSION**

The scope of paving materials for bid includes the following:

1. Cost per ton delivered of Hot Mix Asphalt Concrete (HMAC) specified by the Texas Department of Transportation-Type D (delivery to any location within the City of Socorro)
2. SS1-H Tac Oil Emulsion (cost per gallon)
3. SS1-H Tac Oil Emulsion Delivery to any Location within the City of Socorro (include minimum order quantity and delivery time in hours of confirmed order)
4. Cost per ton delivered of Type-A Grade III Base Material (delivery at any location within the City of Socorro)

**END SCOPE OF BID SUBMISSION**

**SOCORRO STREET PAVING MATERIALS  
SOLICITATION No. 24-07**

**BID SUBMISSION**

The City of Socorro is soliciting bids for price per ton delivered of Hot Mix Asphalt Concrete (HMAC) specified by the Texas Department of Transportation-Type D, price per gallon delivered of SS1-H Tac Oil Emulsion, and price per ton delivered of Type-A Grade III base material. The bid shall be on a firm lump sum basis with delivery cost stated separately. Bid specifications are available from the City Clerk and all bids must be submitted on official City of Socorro bid forms.

**Company Name:** \_\_\_\_\_ **Company Representative:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Company Telephone Number:** \_\_\_\_\_

**Hot Mix Asphalt Concrete (HMAC) specified by the Texas Department of Transportation-Type D (delivery to any location within the City of Socorro)**

<b>Cost Per Ton:</b>	<b>Delivery Cost:</b>

**SS1-H Tac Oil Emulsion**

<b>Cost Per Gallon:</b>

**SS1-H Tac Oil Emulsion Delivery to any Location within the City of Socorro**

<b>Minimum Quantity in Gallons:</b>	<b>Delivery Cost:</b>	<b>Delivery Time in Hours of Confirmed Order:</b>

**Type-A Grade III Base Material (delivery to any location within the City of Socorro)**

<b>Cost Per Ton:</b>	<b>Delivery Cost:</b>

**Total of costs: \$** \_\_\_\_\_

**NOTICE TO BIDDER:**

This bid is guaranteed and shall constitute a firm offer for thirty (30) days from the bid opening date stated in the notice.

Should this bid be accepted, the prices stated herein shall be guaranteed for one (1) calendar year from the date the bid is accepted.

City of Socorro reserves the right to waive formalities with respect to bids and that the City reserves the right to reject any or all bids.

**Company Representative Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Attachment A

### American Rescue Plan Act (ARPA) Contract Addendum

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

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

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

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

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

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

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

- 2. Suspension and Debarment.** (applies to all purchases.)
  - a. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905)

are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

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

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

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

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

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

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

**6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)** Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

\_\_\_\_\_

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)