



**CITY OF SOCORRO  
REQUEST FOR PROPOSALS  
RFP # 24-08**

**Request for Proposals (RFP) for a Local Foods Pilot Program**

**SUBMITTAL DEADLINE: July 8, 2024 @ 3:00 p.m. (MST)**

**CITY OF SOCORRO  
ATTENTION TO: Olivia Navarro, City Clerk  
RFP #24-08  
124 Horizon Blvd.  
Socorro, Texas 79927  
(915) 858-2915**

**REQUEST FOR  
PROPOSALS (RFP)  
#24-08  
LOCAL FOODS PILOT PROGRAM**

The City of Socorro, Texas is soliciting RFPs for the implementation of a Local Foods Pilot Program in Socorro, Texas. The City of Socorro is seeking proposals from nonprofit corporations to develop and implement a local foods pilot program that expands on the Socorro community's rich history of agriculture to support a decentralized local foods system, increase access to local fresh foods, and foster economic recovery.

Applicant organizations interested in this RFP may contact Olivia Navarro, Socorro City Clerk at [onavarro@costx.us](mailto:onavarro@costx.us) to receive an electronic copy of all solicitation documents.

Proposals shall be mailed or hand-delivered to Olivia Navarro, City Clerk for the City of Socorro, 124 Horizon Blvd., Socorro, Texas 79927 by 3:00 PM (MST), on July 8, 2024. Proposals received after 3:00 PM (MST), on July 8, 2024 will be disqualified. Proposals will be publicly opened and read aloud at the City of Socorro's Administration Building, 124 Horizon Blvd., Socorro, Texas 79927, on July 8, 2024 at 3:01 PM (MST).

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

The City reserves the right to accept or reject any or all proposals and to waive formalities.

This project is supported by the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and is subject to all ARPA requirements per solicitation documents.

All submittals must be in a sealed envelope clearly marked on the lower left-hand side with your company name and return address on the envelope with the following:

City of Socorro, Texas  
Attention To: Olivia Navarro, City Clerk  
Regarding: RFP #: 24-08  
124 Horizon Blvd. Socorro, Texas 79927

**REQUEST FOR  
PROPOSALS (RFP)  
#24-08  
LOCAL FOODS PILOT PROGRAM**

**INTRODUCTION**

The City of Socorro, Texas is the second largest municipality in El Paso County and is situated along the Mission Valley region with a long history of agricultural practices passed down through generations since the community's inception in 1682. Today, though much of the land in Socorro is still zoned agricultural, recent population and housing growth has resulted in farmland converted into suburban housing, industrial development and commercial lots.

Whereas the City of Socorro wishes to increase access to fresh food options at the local level, foster a thriving, decentralized, local food system, encourage the community to connect with its agricultural heritage, educate the community about the benefits of growing fresh foods and eating fresh foods, support microbusinesses, promote entrepreneurship and self-sufficiency, and encourage the development of a local food system as a means to foster economic recovery, a local foods pilot program is deemed necessary to these ends.

Proposals should detail how the following program goals will be achieved over a twelve (12) to twenty-four (24) month project period:

- Increase access to local foods and fresh foods for residents of Socorro, Texas
- Increase locally grown fresh food production, collection, and distribution via a decentralized local foods system
- Increase the number of households or individuals in Socorro growing or producing fresh foods (vegetables, fruits, or other) by a minimum of twenty-five (25) local growers and producers
- Increase local knowledge and capacity to grow or produce and distribute locally grown fresh foods
- Increase microbusiness grower and producer support services to access diversified revenue streams and markets
- Develop a final report and presentation of LFPP program successes, challenges and barriers, and recommendations for next steps

Please see the Scope of Work section detailed below for additional details and a non-exhaustive list of eligible activities.

**SUBMITTAL INSTRUCTIONS**

Proposals shall be mailed or hand-delivered to Olivia Navarro, City Clerk for the City of Socorro, 124 Horizon Blvd., Socorro, Texas 79927 by 3:00 PM (MST), on July 8, 2024. Proposals received after 3:00 PM (MST) on July 8, 2024, will be disqualified. Proposals will be publicly opened and read aloud at the City of Socorro's Administration Building, 124 Horizon Blvd., Socorro, Texas 79927, on July 8, 2024, at 3:01 PM (MST).

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

The City reserves the right to accept or reject any or all proposals and to waive formalities.

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

Five (5) Proposal documents and an electronic copy in a flash drive should be included, each clearly marked: RFP #24-08 for a Local Foods Pilot Program - City of Socorro, Texas. Proposals 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 Proposals, to waive technicalities to re-advertise, and to proceed otherwise when in the best interest of the City to do so.

RFP 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](mailto:onavarro@costx.us).

### **SELECTION PROCESS MILESTONES**

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

RFP Issue Date:	June 23, 2024 June 30, 2024
Submittals from Applicant organizations Due:	July 8, 2024 @ 3:00 p.m. (MST)
Evaluation Committee Scoring Due:	July 10, 2024
Selection (if any):	July 18, 2024
Execution of Agreement:	Estimated August 2024

## SCOPE OF WORK

### Definitions

- Local foods – foods grown or produced within a 100 to 150 mile radius of the City of Socorro, Texas
- Locally grown foods – foods grown or produced within the city limits of the City of Socorro, Texas
- Fresh Foods - fruits, vegetables, herbs, mushrooms, nuts, eggs, and other unprocessed foods, not including meats, milk products, and foods that are processed and/or packaged
- Processed foods – foods that are manufactured or that have undergone changes to its natural state, usually on a large scale, using any of a wide variety of processing techniques (milling, cutting, chopping, heating, pasteurizing, blanching, etc), most often with the goal of preserving food for market

### Project Purpose

The Local Foods Pilot Program (LFPP) aims to establish the groundwork for the production, collection, and distribution of locally grown fresh foods via a decentralized local foods system in Socorro, Texas.

LFPP program goals are as follows:

- Increase access to local foods and fresh foods for residents of Socorro, Texas
- Increase locally grown fresh food production, collection, and distribution via a decentralized local food system
- Increase the number of households or individuals in Socorro growing or producing fresh foods (vegetables, fruits, or other) by a minimum of twenty-five (25) local growers and producers
- Increase local knowledge and capacity to grow or produce and distribute locally-grown fresh foods
- Increase microbusiness grower and producer support services to access diversified revenue streams and markets
- Develop a final report and presentation of LFPP program successes, challenges and barriers, and recommendations for next steps

The LFPP program goals may be achieved through a combination of the following non-exhaustive list of recommended activities:

- Recruit at least twenty-five (25) households or individuals in Socorro to grow fruits, vegetables, or other fresh foods
- Provide small group or one-on-one technical assistance and training to the twenty-five (25) targeted growers or producers to ensure their operation is successful
- Provide limited supplies and materials to the twenty-five (25) targeted growers or producers to ensure success, such as soil amendments, seed supplies, and other materials needed for locally grown food production
- Make locally grown foods available at the Socorro Sundays farmers market and partner with local food producers or regional food producers to increase their presence in Socorro
- Implement training events or workshops on local and state laws and regulations, as well as best practices, for the production and handling of fresh foods amongst the local grower and producer population

- Implement training events or workshops on financial resources available (grants, loans, etc), technical assistance, and other program resources available to local growers and producers
- Establish a system of collecting, processing, and market distribution of local foods through the use of volunteers, co-ops, or other nascent mechanism which can be expanded in the future
- Increase the general public's knowledge about the benefits of local foods through monthly workshops and multimedia campaigns, including topics such as local food production, local food storage methods, healthy meal recipes, and nutritional and wellness education, among others
- Incentivize the general public's participation in training events or workshops through the use of healthy food vouchers or other means of engagement.
- Establish a Socorro local grower and producer support and mentorship network, with monthly or quarterly meetings bringing resources to the group
- Explore ways to increase access to fresh local foods for low-income families and individuals in need through programs like the SNAP healthy incentives, WIC, or other programs
- Connect growers and producers with SNAP or WIC programs, restaurants, grocers, or other diversified revenue streams and markets

### **Project Period**

All proposed activities should be completed within a twelve (12) to twenty-four (24) month project period

### **Project Narrative**

Proposals should include a project narrative describing how the applicant organization will achieve the LFPP program goals described above within a twelve (12) to twenty-four (24) month project period.

Project narratives should directly answer the following prompts:

- Experience & Capacity - Describe the applicant organization's related work experience in the area of sustainable food production, local food systems, supporting microbusinesses and/or local grower or producer networks, etc, as well as the applicant organization's experience with federal sources of funding. Describe the applicant organization's capacity (staff, qualifications, partnerships, or other) available to carry out the activities proposed
- Project Approach & Activities – Describe the methods, approaches, activities or actions that that will be undertaken to achieve the LFPP program goals.
- Performance Management – Describe how the application organization will measure success for this project, including how the organization will collect, track, and maintain the relevant data needed to determine if the project is successful.
- Project Timeline – Provide a timeline including major activities and milestones to be achieved within the twelve (12) to twenty-four (24) month project period.
- Innovative Approach – Describe any innovative approaches, research-based, or evidence-based practices employed in this proposal.

## Budget and Budget Narrative

Proposals should include an itemized budget showing the breakdown of costs associated with the proposed project. Proposals should also include a budget narrative including a written description of costs to match the budget proposed.

Please note - Unallowable costs are those as set forth in the Code of Federal Regulations Uniform Guidance 2 CFR 200. Please refer to ARPA Attachment D for additional program requirements.

## EVALUATION CRITERIA AND SELECTION PROCESS

A committee of individuals representing the City shall evaluate the proposals and will rank proposals submitted based on the evaluation criteria below.

### Evaluation Criteria:

1.	Experience & Capacity – Demonstrates experience and capacity necessary to carry out program goals and proposed activities	20 Points
2.	Project Approach & Activities - Understanding of work requirements as outlined in the scope of work, with demonstrated knowledge of the City of Socorro project area	20 Points
3.	Performance Management – Provides clear and concise plan for tracking project success	20 Points
4.	Project Timeline – Provides clear outline of major activities and milestones within the required project period	10 Points
5.	Innovative Approach – Proposes innovative approaches to tackle a complex problem	10 Points
6.	Budget and Budget Narrative – Budget breakdown is detailed, reasonable, and justifiable to meet the project goals	20 Points

## ANTICIPATED AGREEMENT PROVISIONS

The following information is furnished to the applicant organization for consideration during the preparation of their response to this RFP. 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, including digital files (GIS, CAD, etc.), 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 RFP and all documents attached hereto including any amendments, and any other written offers/clarifications made by the Offeror and accepted by the City of Socorro, will be incorporated into a contract between the City of Socorro and the Applicant organization, it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this RFP shall be determined to exist or bind any of the parties hereto.

The submission of a Statement of Proposals shall be considered as a representation that the Applicant organization 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 Applicant organization. Acceptance may be revoked at any time prior to delivery of the fully executed contract to the successful Applicant organization. The contract may be amended only by written agreement between the

Applicant organization 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 Applicant organization 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 Applicant organization 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 Applicant organization 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 Applicant organization 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 supercede and control the terms of the RFP or subsequent contract awarded hereunder.

**REQUIRED DISCLOSURES AND FORMS** The City requires that any submittal from the Applicant organization 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](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 proposals 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> For vendor doing business with local governmental entity		<b>FORM CIQ</b>	
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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			
<b>1</b> Name of vendor who has a business relationship with local governmental entity.			
<b>2</b> <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.)			
<b>3</b> Name of local government officer about whom the information is being disclosed.			
_____			
Name of Officer			
<b>4</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.			
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> 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>6</b> <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).			
<b>7</b>			
_____	_____		
Signature of vendor doing business with the governmental entity	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 Proposals, 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 proposals 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 proposals 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 proposals 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)