



**CITY OF SOCORRO  
REQUEST FOR QUALIFICATIONS  
RFQ #26-02**

**Request for Qualifications (RFQ) for  
Engineering Consulting Services**

**SUBMITTAL DEADLINE: April 13, 2026**

**CITY OF SOCORRO  
ATTENTION TO: Olivia Navarro, City Clerk  
RFQ #26-02  
124 S. Horizon  
Socorro, Texas 79927  
(915) 858-2915**

**REQUEST FOR QUALIFICATIONS  
REQ #26-02  
FOR ENGINEERING CONSULTING SERVICES**

**INTRODUCTION**

The City of Socorro Texas is soliciting Statements of Qualifications (SOQ) from qualified Civil Engineering Firms to provide Engineering Services for multiple engineering projects. The Request for Qualifications is pursuant to Professional Services Procurement Act as outlined in 23 CFR 172 and Subchapter A, Chapter 2254, of the Texas Local Government Code.

Statements of Qualifications are due by **April 13, 2026, AT 3:00 PM (MOUNTAIN STANDARD TIME)**. Statements of Qualifications must be marked with description on lower front left corner of envelope **“RFQ FOR PROFESSIONAL ENGINEERING SERVICES”**. Statements may be hand-delivered to the following location:

**BID OPENING ON APRIL 13, 2026 AT 3:15 PM**

**City of Socorro, Texas  
124 S. Horizon Blvd  
Socorro, Texas 79927  
Attention: Olivia Navarro, City Clerk**

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

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

SOQ's must be signed by someone having the authority to bind the entity submitting the proposal.

Questions concerning this RFQ, including all technical, contract or administrative inquiries regarding the services required herein, must be directed (via email or in writing) to:

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

Written questions on this RFQ must be received by the City of Socorro by the local El Paso time Friday, February 13, 2026, at 3:00 PM (Mountain Standard Time).

Questions (edited as deemed appropriate by the City of Socorro) and answers will be made available to all interested parties via posting on the City of Socorro's website (<https://costx.us/>) by the City of Socorro on Wednesday, February 18, 2026. Proposers are responsible for monitoring the City of Socorro's website for periodic updates.

## PROPOSED SCHEDULE

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

### PROPOSED SCHEDULE

<b>RFQ Issue Date:</b>	<b>March 22, 2026</b>	
<b>2<sup>nd</sup> Publication</b>	<b>March 29, 2026</b>	
<b>Questions from Proposers Due:</b>	<b>March 27, 2026</b>	<b>3:00 p.m. (MST)</b>
<b>COS Responses Provided:</b>	<b>April 1, 2026</b>	
<b>Submittals from Proposers Due:</b>	<b>April 13, 2026</b>	<b>3:00 p.m. (MST)</b>
<b>Bid Opening:        OPENING AT 3:15</b>	<b>April 13, 2026</b>	
<b>Evaluation Committee Scoring Due:</b>	<b>April 15 2026</b>	
<b>Oral Presentations (if required):</b>	<b>Week of April 20, 2026</b>	
<b>GEC Selection (if any):</b>	<b>May 7, 2026</b>	
<b>Execution of Agreement:</b>	<b>May/June 2026</b>	

## **TABLE OF CONTENTS**

1.0	PURPOSE
2.0	DESCRIPTION OF THE CITY OF SOCORRO
3.0	SCOPE OF ENGINEERING CONSULTANT SERVICES
4.0	LENGTH OF SERVICES AND ASSIGNMENT OF WORK
5.0	ANTICIPATED GEC AGREEMENT PROVISIONS
6.0	CONTENT OF THE SUBMITTAL
7.0	TIMELINES FOR QUESTIONS ON THIS RFQ
8.0	SCORING OF RESPONSES BY THE TECHNICAL REVIEW COMMITTEE
9.0	ORAL PRESENTATIONS
10.0	NEGOTIATIONS
11.0	MISCELLANEOUS

## **1.0 PURPOSE**

The City of Socorro (COS) is a Home Rule Municipal Corporation in El Paso County, Texas. The COS is requesting Statements of Qualification pursuant to the Professional Services Procurement Act as outlined in 23 CFR 172 and, Subchapter A, Chapter 2254, of the Texas Local Government Code from qualified engineering firms interested in providing professional engineering services for multiple projects to the COS. The selected firm(s), if any, will serve as the COS's General Engineering Consultant (referred to herein as the GEC, without regard to the COS's ability to select one or more GECs) for an initial period of up to three (3) years with two (2) one (1) year options to renew.

The COS intends to select one or more GECs to serve as an extension of, and in complete coordination with, the COS's city council, staff, and other outside consultants with respect to current or future COS projects. To that end, the GEC is expected to represent and pursue the interests of the COS throughout all aspects and phases of the COS's activities and shall, when and as requested by the COS, fully support the COS in its dealings with other GECs, contractors and suppliers, the Texas Department of Transportation (TxDOT), area municipalities, engineers, other advisors and consultants, governmental entities, landowners and the public, all in accordance with the highest professional standards. As more specifically described in this Request for Qualifications (RFQ), the GEC shall be expected to commit the personnel and resources required to respond promptly and fully to the responsibilities and tasks assigned by the COS throughout the term of the GEC's performance of the services. While performing these functions, the GEC will be an independent contractor and will be expected to operate independently and without extensive oversight and direction from the COS.

Certain information is necessary to evaluate each interested firm's ability to provide the desired services. As a result, the firms are requested to submit a response setting forth their qualifications for the anticipated work, and may, in the sole discretion of the COS, be asked to make a presentation to the COS selection committee. The anticipated work is described herein and shall sometimes be referred to as the "Services" in the context of this RFQ. All firms providing a response to this RFQ are hereinafter collectively referred to as the "Proposers" or, individually, as a "Proposer." Failure to strictly adhere to the requirements of this RFQ may result in the disqualification of a Proposer.

## **2.0 DESCRIPTION OF THE CITY OF SOCORRO**

The COS is a Home Rule Municipal Corporation located in El Paso County. The COS is governed by a six-member city council and managed through a city manager form of government.

Socorro has a rich and deep history in the southwest. The City of Socorro is right in the middle of the Mission Valley Trail. To the east of the City of Socorro is the San Elizario Mission, to the west, the Ysleta Mission.

The City of Socorro was bypassed by the railroads in 1881 for El Paso, shifting the region's growth closer today's downtown area. Over the next fifty years Socorro's population increased to 2,123 but industrialization of the farming industry dropped the population to 350 by 1941. In 1960s and 1970s, the population grew rapidly. In 1985, the threat of annexation of the entire town by El Paso

sparked an uproar that resulted in the reincorporation of Socorro. The unwavering Socorro residents blocked El Paso's plan to annex the city.

Today, with approximately 38,000 residents, Socorro is one of the fastest growing communities in El Paso County. Over the last five years, there has been considerable growth in the number of subdivisions and housing units. The city is currently engaged in several large transportation projects and foresees several more projects in the near future.

### **3.0 SCOPE OF CONSULTANT SERVICES**

The services that may be requested of a selected GEC shall include any and all engineering and associated services required for the successful operation of the COS and may include those identified within this RFQ; provided, however, that those potential services identified herein are being provided as illustrative of those services normally requested of a GEC but should not be considered an exhaustive list of such services that may be requested by the COS from time to time. It is the express intent of this RFQ that the selected GEC, if any, be able to provide any and all general engineering and associated services requested by the COS throughout the term of the Agreement, whether identified herein or not.

The COS may qualify several GECs through this RFQ with the intention of having several on-call GECs. The work will be assigned to selected GECs in order of rank on a rotational basis as funding becomes available for projects. The work will be assigned in the form of a work authorization.

Requested services may include the usual, broad expert general engineering consultant services provided to existing municipalities and other similarly situated entities in Texas and elsewhere. Accordingly, the Proposer must be knowledgeable with regard to regional transportation projects, civil engineering processes, and other engineering-related scopes of work. However, the Proposer must also be familiar with the unique abilities/restrictions of the COS, in light of its geographic location/jurisdiction within El Paso County, and its proximity to the Country of Mexico.

Additional Scoring will be given to Proposers who have extensive experience working with Transportation Reinvestment Zones (TRZ), the Texas Department of Transportation (TxDOT), regional mobility authorities, and the Federal Highway Administration. Proposers must possess the planning, evaluating, financing, design engineering, investigatory, negotiating, public relations, socio-environmental, advisory, and operational expertise required to plan, design, develop, implement, operate, and maintain large and small engineering projects. Throughout the term of any resulting agreement, the GEC may be required to perform those duties typically imposed on a general engineering consultant serving a municipality of similar size.

Requested services may also encompass the various services necessary to produce complete conceptual plans, typical specifications, and estimate documents required for COS transportation projects and/or civil engineering projects, which may include but are not limited to feasibility evaluation, conceptual design, planning, financing, management, coordination, and liaison services. The GEC may be asked to prepare detailed design and construction plans, as well as oversee other consultant firms' design activities. The GEC should also be prepared, either in-house or through a sub-consultant, to manage and perform construction oversight, including inspection,

testing, record keeping, and implementation of change orders, for work performed by construction contractors. Further, the GEC may be required to prepare project-wide typical standard designs, pavement designs, standard typical sections, and standard retaining wall design options as may be required on some or all future transportation projects. The GEC may also be asked to provide website design assistance and support for marketing and public education and outreach efforts as well as assist in the COS's periodic planning efforts.

#### **4.0 LENGTH OF CONSULTANT SERVICES AND ASSIGNMENT OF WORK**

The agreement, if any, with a GEC resulting from this RFQ (the "Agreement") shall provide for a three (3) year initial term, subject to the COS's periodic review, approval and satisfaction with the GEC's performance and may be terminated by the COS at any time upon a stipulated notice period or extended upon agreement of both parties. The Agreement may also be extended at the sole option of the COS for up to two (2) additional one (1) year periods.

The Agreement shall serve as the master agreement between the GEC and COS, while the COS may request individual project or other services on an as-needed basis through the issuance of individual work authorizations. The GEC must provide a local office within the city of El Paso and may be required to locate substantial members of its qualified personnel to such office or such other sites near the COS office or project sites, as required.

#### **5.0 ANTICIPATED GEC 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 GEC services, but should not be considered an exhaustive list or final language of such anticipated provisions.

**5.1 PROFESSIONAL LIABILITY** The GEC must have professional liability insurance coverage of up to \$3,000,000. If the present coverage is insufficient, the GEC 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.

**5.2 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 GEC.

**5.3 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 GEC for the purpose of: (a) checking the salary costs and other expenses described and/or contemplated in the Agreement; or (b) otherwise confirming the GEC's compliance with the terms of the Agreement. The GEC 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.

**5.4 OWNERSHIP OF PLANS** Notwithstanding any provision in the Agreement or in common law or statute to the contrary, all of the plans, 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 GEC, 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 GEC shall submit all such studies, reports of all types, specifications, and drawings in printed form and in electronic form as prescribed by the COS.

**5.5 SERVICES CONTRACT** If your proposal 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 proposal shall be determined to exist or bind any of the parties hereto.

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

**5.6 TERMINATION OF CONTRACT** The contract may be terminated by the City of Socorro, at any time, for the City's convenience and without cause.

**5.7 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.

**5.8 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.

## **6.0 CONTENT OF THE SUBMITTAL**

Each Proposer should submit a detailed response to this RFQ, including sufficient information to enable the COS to fully evaluate the capabilities of the Proposer and its approach to providing the specified services. Selection of a GEC or GECs, if any, shall be completed pursuant to and in accordance with the Professional Services Procurement Act.

Accordingly, the response must include sufficient information to enable the COS to fully evaluate the capabilities of the Proposer and its approach to providing the specified Services. Unnecessarily elaborate or voluminous response are neither requested nor desired. The page limit identified below, and other requirements described herein shall be strictly enforced. Discussion of the Proposer's past experience, which is not germane to the requested Services, should not be included. Submittals should specifically and succinctly address the issues raised and provide only that information requested by or relevant to this RFQ. The submittals shall also utilize and follow the order of the headings and subheadings employed under Sections 6.1 through 6.4 below. *Failure to comply with the requirements of this RFQ may result in the disqualification of a Proposer.*

### **6.1 EXPERIENCE & ABILITY OF FIRM**

By submitting project and client information requested by this Section, the Proposer unconditionally authorizes the COS to contact and confer with the indicated client contact(s) and other current or past employees of that client.

#### **6.1.1 History and Description of Firm**

Each Proposer should provide a brief history and general description of its firm. In the event a Proposer consists of a group of firms, such Proposer shall provide sufficient history and descriptive information of each individual firm to allow the COS to fully understand the composition of such Proposer. Such information should include a detailed explanation of the relationship among the firms as it relates to the structure of the proposed GEC team.

#### **6.1.2 Overall Project Experience**

The Proposer shall provide a listing of relevant projects accomplished within the past five (5) years, including the following:

1. Project name.
2. Project location.
3. Project manager(s) and key personnel.
4. A brief description of the project and the work performed, including the project's size, complexity, budget, and similarity to the Services requested herein.
5. Name, address, telephone number, and e-mail address of client contact of each project identified, to serve as a reference.

By submitting a response and the foregoing information, the Proposer unconditionally authorizes the COS to contact and confer with the indicated client contact(s) and other current or past employees of that client.

### **6.1.3 Experience Relevant to Transportation Projects**

Identify and describe the firm's experience related to Transportation Projects. Specifically, provide a description of the firm's experiences for the preceding five (5) years in performing engineering consultant services on such Transportation Projects and briefly identify the Proposer's role on those projects. Project information previously provided in response to Section 6.1.2 should be summarized or incorporated by reference, rather than repeated in whole.

### **6.1.4 General Engineering Consultant Experience**

Identify and provide a brief description of all current agreements to provide engineering consulting services to other similarly situated entities in Texas and elsewhere.

### **6.1.5 Regional Experience**

Include information relative to the capabilities and resources of its offices in El Paso to provide the requested Services or any other Texas offices, as well as a listing of its Texas office resident personnel by discipline that would be assigned to provide the Services to the COS. The Proposer should summarize any relevant experience working with similar size cities, transportation agencies and other governmental bodies operating in the El Paso region and/or with which the COS would regularly work or interact, including TxDOT, the Federal Highway Administration (FHWA), the United States Corps of Engineers, the El Paso Metropolitan Planning Organization, and El Paso County.

### **6.1.6 Management and Coordination Experience**

Describe experience providing management and coordination services similar to the services expected of the selected GEC. This description should specifically address the Proposer's record in delivering completed projects on time and within budget. In addition, the Proposer should identify innovative management and coordination activities provided that would be of use to the unique location and goals of the COS.

### **6.1.7 Subdivision, Platting, Zoning, and General City Planning Experience**

Describe experience in providing municipal planning and development services to include but not limited to, reviewing subdivision plats, zoning, development entitlements, master plans, park studies, or sustainable multi-modal transportation projects. Include a detailed information for each of the aforementioned categories, if applicable.

### **6.1.8 Disputes**

Please provide the following information:

1. A list and a brief description of all instances since January 1, 2015, involving projects in which the Proposer was (i) determined, pursuant to a final determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract or (ii) terminated for cause. For each instance, identify an owner's representative with a current phone and email address.
2. A list and a brief description (including the resolution) of each arbitration, litigation, dispute review board and other dispute resolution proceeding occurring since January 1, 2015, involving the Proposer and involving an amount in excess of \$200,000 related to performance of general engineering services related to transportation projects.
3. A description of any project involving the Proposer which resulted in assessment of liquidated damages or stipulated damages in excess of \$25,000 since January 1, 2015. Describe the causes of the delays and the amounts assessed. For each instance, identify an owner's representative with a current phone and e-mail. The COS requests that proposers report liquidated damages or stipulated damages assessments at any time during a project, not just final completion penalties. However, if such damages were assessed but not paid through settlement or negotiations with the project owner, they need not be included. Note that unresolved instances of assessed liquidated or stipulated damages (i.e., currently subject to negotiations or challenge, etc.) should be included.

## **6.2. APPROACH TO THE SERVICES**

### **6.2.1 Proposed Approach - Quality, Schedule, and Budget**

Present proposed approach for providing the desired services in accordance with the COS's quality, schedule, and budgeting requirements. The efficient use of manpower and materials will be considered. Demonstrate the Proposer's quality control and quality assurance programs, and the policies and procedures followed to assure a complete, accurate, and quality product. As the GEC will be expected to operate independently and without extensive oversight and direction from the COS, methods to accomplish successful, timely, and on budget development of projects with monitoring of methods and progress by the COS should be discussed. Innovative approaches for providing the Services and assisting the COS in light of its staffing and budget constraints, should also be addressed.

### **6.2.2 Coordination**

Discuss in detail the manner in which proper coordination and information exchange will be achieved among the COS, other governmental bodies, GEC subconsultants, other consultants and, if the work is proposed to be done in more than one location, each of the Proposer's offices.

### **6.2.3 Schedule Development and Utilization**

Submit a suggested generic project schedule showing major activities/events and the proposed time frames required to develop a typical project from concept to construction completion and acceptance. Please pick any applicable municipal project type to include, but not limited to, shared-use path, bridge replacements, sidewalk construction, etc. The GEC's proposed use of the schedule should be discussed. Demonstrate that the Proposer can perform critical path modeling using a recognized industry software package or other software as may be authorized or supported by the COS. Sample Gantt charts and critical path models should be provided. The Proposer should also demonstrate an ability to monitor and manage other consultants' and contractors' conformance to their schedules. Responsive documents (e.g. Gantt charts) shall be provided in an appendix to the submittal.

## **6.3 STAFFING**

### **6.3.1. Project Team Matrix and Staffing Plan**

Submit a project team matrix that clearly illustrates the key elements of the organizational structure proposed to accomplish the management, technical, and administrative services required. Identify the senior project manager with respect to the services described under Section 6.3.2 below. Project management and key technical personnel within each discipline should be identified and addressed, as described under Section 6.3.3 below. Other items to be included in the discussion of the project team matrix are:

1. Staffing capabilities of the firm.
2. Staffing availability for the Services by their practice specialties.
3. List of personnel currently staffed in the Proposer's closest regional office(s) and location of such office(s).
4. Key staff summary.
5. Key staff resumes (to be included in an Appendix and limited to one (1) page per person).
6. List of job classifications to be used on the Services, a position description for each classification, and identification of which job classifications are anticipated for each major work activity.

Personnel on retainer contracts or part-time employees will not be considered as employees of the Proposer. Special emphasis should be given to personnel with extensive prior experience in design of freeway systems, and other roadways conforming to standards adopted by governmental agencies, TxDOT, FHWA, and other transportation agencies. This includes local street design with an emphasis on Complete Streets and Green Infrastructure Stormwater Management.

In addition, the Proposer should provide a summary, without identifying clients, of those significant active projects expected to be underway in the region, or otherwise utilizing employees performing the Services for the COS under the Agreement, during the calendar years 2026 through 2032. The summary should indicate the magnitude of fees involved, the percentages of completion of those applicable projects as of the date of the submittal, and staff levels by discipline that the

Proposer has pre-committed to those projects, all in sufficient detail for the COS to be able to evaluate the Proposer's ability to provide the level of staffing required for those assignments and the Services sought under this RFQ.

The GEC shall be required to establish an El Paso office staffed with managers and core staff to provide the following services:

1. Contract Support;
2. Administrative Assistance;
3. Advanced Project Development;
4. Right-of-Way and Utility Work;
5. PS&E Management;
6. Coordination of Construction Management Services and Associated Administrative Requirements;
7. Management and Coordination of Maintenance Services;
8. Operations Activities.

### **6.3.2 Senior Project Manager**

Identify and provide detailed relevant information concerning the senior project manager intended to be assigned to the Services for the duration of the Agreement. The Agreement will restrict the ability of the GEC to substitute individuals for the senior project manager without the COS's express approval. Discuss what steps will be taken to enhance continuity in this and other key staff positions. The senior project manager must be a Texas licensed professional engineer or hold a similar license in another state with the ability to obtain a license in Texas within six (6) months of the date a written response to the RFQ is submitted.

### **6.3.3 Key Personnel**

Identify and provide relevant information concerning the remainder of the Proposer's intended project management and key technical personnel. At least one senior level manager must be a Texas licensed land surveyor or hold a similar license in another state with the ability to obtain a Texas license within six (6) months. Include the following staff positions (or their equivalent) at a minimum:

- Principal In Charge
- PS&E Manager
- Environmental Manager
- Construction Manager
- ROW Manager
- Utilities Manager
- Traffic Operations
- Maintenance Manager
- Public Involvement Manager

#### **6.3.4 Subconsultants**

Address the necessity of subconsultant services in meeting obligations under the Agreement. Where subconsultant services are proposed, the information specified in the first paragraph of Section 6.3.1 should also be furnished for the subconsultant firm(s) in the submittal's appendix.

### **6.4 OTHER APPROPRIATE DATA**

#### **6.4.1 Conflicts of Interest**

Proposers must familiarize themselves with and comply with the COS's Conflict of Interest Policies. Proposers must also provide the following information within their submittals:

1. Disclose any prior or existing relationships between the Proposer and the COS, any member of the COS City Council, or any entity that provides services to the COS.
2. Disclose any prior or existing relationship with TxDOT, the MPO, the County of El Paso, or any governmental entity operating within the COS's jurisdiction.

#### **6.4.2 Other Relevant Information**

Proposers may supply other data demonstrating the ability and experience of the Proposer in providing the specified Services. The Proposer is cautioned, however, to carefully consider the relevance of said additional data, particularly in light of the page limit described herein, so as to not omit or unduly abbreviate information expressly requested within this Section, in favor of such additional data.

### **6.5 SUBMITTAL**

#### **6.5.1 Format**

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. All information must be assembled and indexed in the order indicated in Sections 6.1 through 6.4 above, together with an appendix containing the items referenced herein. The response itself shall be **limited to twenty-five (25) pages**, single-sided, double-spaced 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. **The page count referenced above does not include:**

- Cover Letter (one page).
- Front and back cover and section dividers (bindings and covers are not required but may be provided at the discretion of the Proposer); provided, however, that the section dividers may not include more text or graphics than necessary to identify the separation of sections.
- The generic schedule (not more than one (1) page in length) as required under Section 6.2.3 of this RFQ, which shall be part of the appendix.
- Key staff resumes (not more than one (1) page in length per person) described in Sections 6.3.1 through 6.3.3 of this RFQ, which shall be part of the appendix.
- Attachments A-H

The appendix shall also be limited to no more than fifteen (15) pages. **Accordingly, the Proposer's entire submittal shall be limited to a total of forty (40) pages: twenty-five (25) pages of actual response and a fifteen (15) page appendix.** Attachments A-H do not count toward the 40 page limit.

*Note: Failure to follow any of the above may be grounds for the submittal to be deemed non-responsive.*

*Clarifications and addenda may be posted periodically on the COS website (<https://costx.us/>) All interested parties are responsible for monitoring the website for such materials. Proposers shall be responsible for compliance with any clarifications or addenda posted thereon.*

#### **6.5.2 Due Date**

Five (5) original hardcopies of the Proposer's written response and one (1) electronic pdf version a flash drive must be received by the COS by the time and date first noted on the title page of this RFQ. The hardcopy of the written response should be marked original and bear all original signatures. The response package shall be submitted to:

**City of Socorro, Texas  
124 S. Horizon Blvd  
Socorro, Texas 79927  
Attention: Olivia Navarro, City Clerk**

## **7.0 TIMELINES FOR QUESTIONS ON THIS RFQ**

This RFQ seeks information that will enable the COS to properly evaluate the abilities of all submittals. Questions concerning this RFQ, including all technical, contract or administrative inquiries regarding the services required herein, must be directed (via email or in writing) to:

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

Written questions on this RFQ must be received by the COS by the local El Paso time and date first noted on the title page of this RFQ, above.

Questions (edited as deemed appropriate by the COS) and answers may be made available to all interested parties via posting on the COS website (<https://costx.us/>) by the COS on the date first noted on the title page of this RFQ, above. Proposers are responsible for monitoring the COS website for periodic updates.

## **8.0 SCORING OF RESPONSES BY REVIEW COMMITTEE**

The written submittals by Proposers shall be reviewed and scored by a Review Committee based on demonstrated competence, experience, knowledge, and qualifications of such Proposers, as provided within their written responses to this RFQ. The Review Committee will make a recommendation to the COS City Council, based on its scoring of the submittals. The final GEC approval, if any, will be made directly by the COS City Council following the Review Committee's recommendation based on the of the review of submittals, City Council's consideration of the recommendation of the Review Committee, and oral presentations (if any).

The COS may, but shall not be required to, solicit oral presentations from one or more of the Proposers in accordance with Section 9.0 below prior to selecting a GEC. Scoring of the written submittals shall be completed prior to any oral presentations, should oral presentations be deemed necessary.

### **Experience & Ability of Firm**

- Qualification, relevance of experience, and location of firm in providing the requested Services, particularly breadth of experience with relevant types of engineering consultant services.
- Organization, size, structure, and financial stability of firm.

### **Maximum Score**

**40%**

- Experience working with Transportation Reinvestment Zones (TRZ), the Texas Department of Transportation (TxDOT), regional mobility authorities, and/or the Federal Highway Administration.

**Approach to the Services**

**30%**

- Demonstrated understanding of the Services requested and clearly defined strategies to provide the requested Services including innovative ideas and approaches.

**Staffing**

**30%**

- Qualifications, number of years, type of experience, and position in firm and potential responsiveness of individual staff members assigned to provide the requested Services.

The COS, in its sole discretion, may select more than one GEC team through the evaluation and selection process that may work to best serve the COS’s interests. At the time a team/firm is selected to serve as the GEC, the COS anticipates negotiating the services to be provided and the fees and expenses related thereto. The COS may decline to engage a team/firm if such negotiations are not successful.

Notwithstanding the preceding provision, the COS has not committed itself to select a GEC, and neither the suggested scope of services nor the anticipated terms of the Agreement referenced herein should be construed to require that a GEC be engaged for any or all of the services described in this RFQ.

**9.0 ORAL PRESENTATIONS**

As noted in Section 8.0 above, the scoring of submittals by the Review Committee shall be forwarded to the City Council. At the request of the Review Committee or the City Council, up to the three (3) highest scoring Proposers may be required to appear for oral presentations before the City Council during an open meeting of the COS.

The oral presentations, if required, will be conducted so as to solicit information to enable the COS to evaluate the capability of the applicable Proposers to provide the desired services. Any such presentations may be significant or determinative to the selection of the GEC for the Services. If the COS notifies a Proposer that an oral presentation is required, the COS will inform that Proposer of the schedule, order, and procedure for the presentation, including its content, time limits, identity of the other selected presenters, and rules on the use of handouts and visual aids, if any. The COS may record (audio and/or video) any presentations.

If oral presentations are required, the written response and oral presentation will not carry equal weight. The written response will count as 75% of the overall score and the oral presentation as 25%. The oral presentations, if any, will be scored pursuant to criteria and percentages delivered to the Proposers when notified that oral presentations are required.

Notwithstanding the foregoing, the COS emphasizes that it may elect to forego oral presentations for all Proposers. Consequently, all submittals in response to this RFQ should be comprehensive and clear on their face, and no Proposer should rely upon the opportunity to present additional or clarifying information at a later time.

## **10.0 NEGOTIATIONS**

In the event the COS City Council approves a GEC at the conclusion of the evaluation process, the COS staff will attempt to negotiate the Agreement with the highest ranked provider(s) of the Services at a fair and reasonable price. If satisfactory agreement terms cannot be negotiated with the highest ranked provider(s) of the requested Services, the COS may formally end negotiations with that provider, select the next highest ranked provider, and attempt to negotiate a contract with that provider at a fair and reasonable price. Alternatively, the COS may terminate the procurement process. The COS will continue the foregoing process until a negotiated Agreement is forwarded to the COS City Council for review, with a recommendation for authorization to execute, or until the process is terminated.

## **11.0 MISCELLANEOUS**

**11.1 PUBLIC INFORMATION ACT** All responses to this RFQ shall be deemed, once submitted, to be the property of the COS. Responses may be subject to public disclosure under the Texas Public Information Act (PIA). Any material believed by the Proposer to be proprietary, confidential, or otherwise exempt from disclosure under the PIA should be clearly marked as such. If the COS receives a request for public disclosure of all or any portion of a response, the COS will use reasonable efforts to notify the Proposer of the request and give the Proposer an opportunity to assert, in writing to the Office of the Attorney General, a claimed exception under the PIA or other applicable law within the time period allowed under the PIA.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this procurement and the selected firm agrees that the contract can be terminated if the firm knowingly or intentionally fails to comply with a requirement of that subchapter.

**11.2 COST OF RESPONSES** All costs directly or indirectly related to preparation of a response to this RFQ and in any oral presentation required to supplement and/or clarify the RFQ shall be the sole responsibility of, and shall be borne by, the Proposer.

**11.3 PROPOSER'S ACKNOWLEDGEMENT** By submitting a response to this RFQ, each Proposer unequivocally acknowledges that the Proposer has read and fully understands this RFQ, and that the Proposer has asked questions and received satisfactory answers from the COS regarding any provisions of this RFQ with regard to which the Proposer desired clarification.

All written and electronic correspondence, printed materials, exhibits, appendices, photographs, reports or other materials submitted in response to this RFQ process are, upon their receipt by the COS, the property of the COS and may not be returned.

**11.4 LOBBYING PROHIBITION** All contact with the COS shall be through the COS's City Manager, as provided in Section 7.0 above. Proposers are expressly prohibited from contacting members of the COS City Council concerning this procurement process from the date of issuance noted on the title page of this RFQ through the final award and execution of the Agreement with the selected GEC(s). Further, Proposers may NOT contact, either directly or indirectly, members of the Review Committee, or COS staff in reference to this RFQ.

**11.5 PROPOSED SCHEDULE** The proposed schedule for this RFQ is provided on the title page of this RFQ. Please note that this proposed schedule is subject to change, based upon the actual submittals received and in the sole discretion of the COS. Changes to the proposed schedule identified on the title page will be made available to all interested parties via posting on the COS website (<https://costx.us/>). Proposers are responsible for monitoring the COS website for periodic updates.

**11.6 REQUIRED DISCLOSURES AND FORMS** The COS 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](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

FORM CIQ

For vendor doing business with local governmental entity

This  
has  
been

By  
than  
filed

A  
ve  
offer

1

2

3

4

5

6

7

Form

### 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**

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 E**

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 F**

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)

ATTACHMENT G

SAM.gov Verification

The City of Socorro, Texas, must adhere to federal requirements under 2 CFR Part 200 restricting the award, subaward, or contract with certain parties that are debarred, suspended, or otherwise excluded from receiving Federal awards or participating in Federal awards. As work under this contract may, in whole or in part, be funded with federal funds, the vendor/company must confirm that it is not suspended, debarred, or otherwise excluded from receiving Federal funds and provide verification of SAM.gov registration.

I, (authorized official) \_\_\_\_\_, do hereby  
depose and certify the truthfulness of the following statements:

- (1) The company named below is registered in SAM.gov at the time of submittal of this proposal;
- (2) The company named below has included a valid unique entity identifier; and
- (3) The company named below will continue to maintain an active registration in SAM.gov with current information at all times during which it is in business with the City of Socorro, regardless of whether it has an active Federal award at this time.

Company Name: \_\_\_\_\_

Valid unique entity identifier: \_\_\_\_\_

SAM.gov expiration date: \_\_\_\_\_

***(Please attach a copy of the company's SAM.gov verification page)***

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

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

\_\_\_\_\_  
(Print name of person signing above)

\_\_\_\_\_  
(Print title of person signing above)

## ATTACHMENT H

### Federal Contract Requirements

The following federal contract requirements apply to contracts made by the City of Socorro, Texas that may, in part or in whole, be funded by Federal funds.

The following required provisions are in effect under this contract, **as applicable**:

- 1. Equal Opportunity.** Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
  
- 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.** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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.
  
- 4. 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.

**5. 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 awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must 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.

**6. 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.

**7. 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.

**8. 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.

**9. 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.

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)

**[END OF RFQ]**