

**SOLICITATION FOR COMPETITIVE PROPOSALS  
NG911 CORE SERVICES**

## 1.1 PROJECT INFORMATION

- A. Notice to Proposers: Qualified proposers may submit proposals for project as described in this Document. Submit proposals according to the Instructions to Proposers.

Project Identification: Cameron County Emergency Communication District NG911 ESINet Next Generation Core Services (NGCS)

1. Project Primary Location: 501 Camelot Drive, Cameron County, Harlingen, TX 78550

- B. Soliciting Party: Cameron County Emergency Communication District (CCECD)

1. Soliciting Party's Representative: Joel Davila, Executive Director

- C. Project Description: The Project consists of the upgrade of Cameron County Emergency Communications Districts network to the NG9-1-1 ESInet system and to provide Next Generation Core Services (NGCS), including the upgrade of all hardware and software components necessary to provide the NGCS as may be required by Proposer, for a term of 2-5 years, with as many extensions as may be mutually agreed to by the parties. CCECD consists of 9 Public Service Answering Points (PSAP), with 8 PSAP's serving as primary and 1 serving as a secondary PSAP. CCECD also has 1 backup PSAP and 1 training PSAP. CCECD services an estimated population of 450,000 residents and has an approximate call volume of 80 concurrent calls. CCECD utilizes Motorola Vesta Call Handling Equipment and Proposer will need demonstrate that their services are compatible with existing Motorola Vesta Call Handling Equipment.

## 1.2 PROPOSAL SUBMITTAL AND OPENING

- A. CCECD will receive Competitive Proposals until the proposal time and date at the location given below. CCECD will consider proposals prepared in compliance with the Instructions to Proposers issued by CCECD, and delivered as follows:

1. Proposal Due Date : **Tuesday, August 16, 2022.**
2. Proposal Time: Before 12:00 p.m., local time.
3. Proposal Format: Emailed .pdf file to the following email addresses:
  - a. [jdavila@cameroncounty911.com](mailto:jdavila@cameroncounty911.com)

- B. **Proposals shall be one bound .pdf file including all required documents (Proposal Form, , Subcontractor List, etc.) clearly titled, "CCECD NG911 ESINet Next Generation Core Services (NGCS)- PROPOSER NAME."** Any Proposal received later than the specified time, whether delivered in person or mailed, will be disqualified. Faxed Proposals are not acceptable. No Proposal may be withdrawn for a period of 60 days after Proposal due date without the consent of CCECD. Proposals received after Proposal deadline will be returned unopened to Proposer. Personal delivery of Proposal is not required. CCECD reserves the right to reject any and/or all Proposals, or accept any Proposal or portion thereof most advantageous to CCECD after the ranking and evaluation.

## 1.3 PREPROPOSAL MEETING

- A. Preproposal Meeting: A Preproposal meeting for all proposers will be held at the CCECD Office, 501 Camelot Drive, Harlingen, TX 78550, Harlingen, TX 78550 on **Friday August 5, 2021 at 10 a.m.** local time. Prospective proposers are **highly encouraged** to attend to address any additional information or clarifications needed from CCECD to adequately respond to this solicitation. The meeting will be available for participating via zoom. For zoom information, please email [jdavila@cameroncounty911.com](mailto:jdavila@cameroncounty911.com).

## 1.4 DOCUMENTS

- A. Digital Procurement and Contracting Documents: Obtain by email after **Friday, July 29, 2022**, by contacting CCECD or its legal counsel, Juan Pequeno at [jpequeno@jgkl.com](mailto:jpequeno@jgkl.com). Digital documents will be provided to proposers for no charge - hardcopies will not be available.

## 1.5 TIME OF COMPLETION

- A. Successful proposer shall begin the work on the upgrade following the competition of negotiation of a final contract, and shall commence the work on the service upgrade, no later than January 1, 2023 or within the Contract Time, with NGCS services to begin in January 2023. CCECD will consider alternate time frames, with the time frame set forth herein being the preferred time frame.

## 1.6 PROPOSER'S QUALIFICATIONS

- A. Proposers must be properly licensed under the laws governing their respective trades .

## 1.7 ADDITIONAL REQUIREMENTS

- A. Proposers are to submit a pricing breakdown that includes any upfront costs associated with the transition to the Next Generation Core Services, including any hardware necessary to provide the service, the recurring monthly charge, any anticipated or required maintenance, and any miscellaneous costs associated with the implementation of the service.
- B. Proposers must state in their response if they are a small business, minority business, women's business enterprise or labor surplus area firm.
- C. **Confidentiality and Compliance with Applicable Laws** – By responding to this solicitation and providing any information to CCECD, Proposer recognizes that CCECD may be subject to the Texas Public Information Act and other applicable laws. The Proposer must identify the data or other materials submitted in response to this solicitation that need to be protected as trade secret and proprietary information, with references to specific portions of the response, including page, section, and the reason(s) why protection is necessary and applicable under the Texas Public Information Act. The classification of an entire response document as trade secret or proprietary—or designating portions or documents as trade secret or proprietary that Proposer already has released publicly or permitted other governments to release publicly, or put on government websites—is not acceptable, and may result in rejection of the Proposer's entire response.
- D. As set forth in the instructions, Proposers must specify that they are willing to execute the Contractor Certification: Federal Uniform Guidance Contract Provisions for Non-Federal Entity Contracts, attached hereto and to the instructions as **Attachment A** and 44 C. F. R. Part 18 Certification Regarding Lobbying, attached to the instructions as **Attachment B**.

**RANKING CRITERIA**

This project has adopted "Competitive Proposals" as the method of procurement. The following committee members (herein referred to as CCECD 'Committee') will evaluate and rank Offerors for selection of a NG911 Next Generation Core Services (NGCS) vendor/provider according to the following evaluation criteria and associated weights as follows:

**RANKING COMMITTEE:** The ranking committee will consist of five (5) individuals to be determined by CCECD. The members on the committee will consist of CCECD Board Members, district employees, and/or consultants.

**EVALUATION CRITERIA**

The committee will evaluate and rank each Proposer based on the published criteria and relative weights. The focus of the criteria described herein is focused on the "best value" to CCECD. The best value, consists of a mixture of the purchase price and whether the goods or services meet specifications are principal considerations that must be balanced with other relevant factors, including but not limited to, installation costs, life cycle costs, quality and reliability, delivery terms, and indicators of probable vendor performance and ability to perform, and impacts on 9-1-1 Entity's administrative, productivity, and/or associated training.

The Committee or representative thereof will then proceed to negotiate a contract with the highest-ranking Proposer. If negotiations are unsuccessful, CCECD will notify said Proposer that negotiations have been terminated and will proceed to negotiate with the next highest ranked Proposer. CCECD will continue this process until acceptable contract terms have been reached. Upon negotiation of a successful contract the committee will present such evidence of finding to the Board of Directors for CCECD, which will retain the right to award the committee's recommendation or reject all bids in their entirety.

**CRITERIA/RELATIVE WEIGHTS**

Offerors are to provide complete and specific information as requested to all items of the Ranking/Selection criteria. Non-responses to any item(s) will result in zero (0) points awarded. The relative weights (points) for each criterion are noted; award of points is dependent on the merits and completeness of information provided.

**Previous Experience (15 possible points):**

Points	Item
10	<p>1. Please provide a list of projects your company has completed of similar Size, Type, and Complexity to this project. Please list in chronological sequence beginning with most recent. For those projects within the last 5 years and which meet the criteria, please denote the following:</p> <p style="margin-left: 40px;">Prior Client's; Name, address, Contact name, telephone number, email address, year Project was completed (CCECD reserves the right to call all owners listed to solicit references)</p>
5	<p>2. How long has your organization been in business and under the same management? (Minimum 5 years of comparable project experience required for max points)</p>

**Reference(s) from Other Client's for Past Performances (10 possible points):**

- 10 Provide two (2) references (other than CCECD) from Projects listed on item 1 and completed within the last five years. Provide the information as requested below, failure to provide current contact information may disqualify points. 5 points for each letter that completely addresses the following points will be awarded:
- Overall quality of the work
  - Performed and completed work in a timely manner
  - Completing on schedule
  - Proposers cooperative attitude when working with the client in resolving issues
  - Proposer's diligence in providing detailed documentation and a fair assessment of any changes in pricing

- Would you hesitate to use this Proposer on your future projects
- Customer service to address any issues

**Key Personnel/Customer Service (10 possible points):**

Provide completed resume(s) of the key supervisory personnel to be assigned to this project. Resumes must include references with names and telephone numbers for CCECD's verification. Please note CCECD will reserve the right to call listed references. Key personnel should have demonstrated ample experience on projects of similar size and complexity. Points are to be assigned on the merits of the proposed personnel, no substitutions will be allowed without CCECD's consent if awarded contract

- 5 a. Project Manager – project manager to be assigned as point of contact for the hardware and software upgrade and transition to NG911 Core Services.
- 5 b. Customer Service Representative(s) to be on call during service period

**Financial Strength (5 possible points):**

Please provide the following documents addressing each of the following; documents should be dated within the last 12 months. CCECD may request a copy of financial statement:

- 5 a. Provide a bank letter of reference with regards to the company's financial strength.

**Time of Completion (10 possible points):**

- 10-1 a. CCECD is ideally seeking the completion of installation of all hardware and software for the ESINet by January 1, 2023 with NGCS services beginning that month. Proposer must specify a timeline as to when they can complete the install and implementation of the NGCS. The maximum amount of points will be awarded for this category if the Proposer can meet this timeline. If the timeline cannot be met, points will be awarded based on how close in time the proposed timeline can be met, with the time frame closest in line with the CCECD's requirements receiving the highest number of points, and the time frame furthest from CCECD's proposed timeline receiving a lower number of points.

**Overall Technical Solution (15 possible points)**

- 15-1 a. The Proposer must provide a general overview of its solution in response to this solicitation. Distinctive features of the proposed system should be presented, in addition to a general overview and/or plan of how the service will be upgraded and implemented, and whether there will be any interruptions in service during the upgrade, required training, or other possible issues presented in the transition. Hardware, software, and service brochures may be attached where they are appropriate.

**Statement of Distinction (5 possible points)**

- 5 Provide a statement as to what separates your company apart from other Vendors of the ESINet and NG911 Core Services, and what value your company adds that other Vendors do not.

**Small business, minority business, women's business enterprise or labor surplus area firm (5 possible points)**

- 5 Provide a statement as to whether proposer is a Small business, minority business, women's business enterprise or labor surplus area firm, along with any supporting documentation

**Price (25 possible points):**

- 25 a. The lowest monetary offer to the base bid will receive the maximum 25 points.

***Instructions to Bidders Submitting Proposals***

**For the following Project:**

Cameron County Emergency Communication District (CCECD)  
NG911 ESINet Next Generation Core Services

**Solicitor of Proposal:**

**Cameron County Emergency Communication District (hereinafter "CCECD")**  
501 Camelot Drive  
Harlingen, TX 78550»  
Telephone Number: 956.425.1911

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## **ARTICLE 1 DEFINITIONS**

§ 1.1 Bidding Documents include the Solicitation for Competitive Proposals (Project No. SB8-CSFRF-1), the Ranking Criteria for the Project, and these Bidding Instructions. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, , and any other forms provided with this solicitation or referred to by this solicitation. The Proposed Contract Documents consist of the unexecuted form of Agreement between CCECD and the prevailing Proposer.

§ 1.2 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.3 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.4 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.5 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.6 A Bidder or Proposer is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.7 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

§ 1.8 Work consists of the upgrade of Cameron County Emergency Communications Districts network to the NG9-1-1 ESInet system Next Generation Core Services (NGCS), including the upgrade of all hardware and software components necessary to provide the NGCS, with service to be for a term of 2-5 years, and as may be extended by agreement of the parties..

## **ARTICLE 2 BIDDER'S REPRESENTATIONS**

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently with this Project;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site and/or obtained any necessary information to become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Project;
- .5 the Bid is based upon the materials, equipment, services, and systems required by the Bidding Documents without exception;
- .6 CCECD

## **ARTICLE 3 BIDDING DOCUMENTS**

### **§ 3.1 Distribution**

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to submit a bid, for the deposit sum, if any, stated therein.

By contacting CCECD's office and procuring digital documents by email. No deposit required for digital documents»

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.3 Bidders shall use complete Bidding Documents in preparing Bids. CCECD assumes no responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.4 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

**§ 3.2 Modification or Interpretation of Bidding Documents, and Requests for Additional Information**

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify CCECD of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by CCECD at least five (5) days prior to the date for receipt of Bids.

All requests for clarification, interpretation, or for more information needed to appropriately respond to the Solicitation for Competitive Proposals for this Project are to be submitted by email to Joel Davila at [jdavila@cameroncounty911.com](mailto:jdavila@cameroncounty911.com), or Juan M. Pequeno, Jr. at [jpequeno@jgkl.com](mailto:jpequeno@jgkl.com)

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

**§ 3.3 Substitutions**

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

**§ 3.3.2 Substitution Process**

§ 3.3.2.1 Written requests for substitutions shall be received by CCECD least three (3) days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications or requirements, that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. CCECD's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If CCECD approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

**§ 3.4 Addenda**

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents via email.

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

#### **ARTICLE 4 BIDDING PROCEDURES**

##### **§ 4.1 Preparation of Bids**

§ 4.1.1 Bids shall be submitted in writing, along with any information requested in the Bidding Documents.

§ 4.1.2 Sums shall be expressed in both words and numbers, unless noted otherwise. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.3 Edits to entries made must be initialed by the signer of the Bid.

§ 4.1.4 All requested Alternates shall be bid. If no change in the Base Bid is required, enter “No Change”.

§ 4.1.5 Where two or more Bids for designated portions of the Work have been requested, the Bidder may state the Bidder’s refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on submission nor qualify the Bid in any other manner.

§ 4.1.6 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent’s authority to bind the Bidder.

§ 4.1.7 A Bidder shall incur all costs associated with the preparation of its Bid.

##### **§ 4.2 Submission of Bids**

§ 4.2.1 A Bidder shall submit its Bid as indicated below:

« By email to [jdavila@cameroncounty911.com](mailto:jdavila@cameroncounty911.com) - digital copies only »

§ 4.2.2 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.2.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.2.4 A Bid submitted by any method other than as provided in this Section 4.2 will not be accepted.

##### **§ 4.3 Modification or Withdrawal of Bid**

§ 4.3.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.3.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.2, provided they fully conform with these Instructions to Bidders.

§ 4.3.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify CCECD of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of CCECD, the Bid shall be withdrawn and not resubmitted.



## **ARTICLE 5 CONSIDERATION OF BIDS**

### **§ 5.1 Opening of Bids**

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be evaluated by the Ranking Committee Members and ranked.

### **§ 5.2 Rejection of Bids**

Unless otherwise prohibited by law, the CCECD shall have the right to reject any or all Bids.

### **§ 5.3 Acceptance of Bid (Award)**

**§ 5.3.1** It is the intent of the CCECD to award a Contract to the responsive and responsible Bidder that provides the best value to CCECD, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, CCECD shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in CCECD's judgment, is in the CCECD's best interests.

**§ 5.3.2** Unless otherwise prohibited by law, the CCECD shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 Contractor's Qualification Statement**

Bidders to whom award of a Contract is under consideration shall submit to CCECD, upon request and within the timeframe specified by CCECD, a properly executed Qualification Statement, unless such a Statement has been previously required and submitted for this Bid. Bidders must show they are qualified and approved vendors for the ESInet network and service.

### **§ 6.2 CCECD's Financial Capability**

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that CCECD furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill CCECD obligations under the Contract. CCECD shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between CCECD and Contractor.

### **§ 6.3 Submittals**

**§ 6.3.1** After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to CCECD:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

**§ 6.3.2** The Bidder will be required to establish to the satisfaction of CCECD the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

**§ 6.3.3** Prior to the execution of the Contract, CCECD will notify the Bidder if CCECD, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If CCECD has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. CCECD may accept the adjusted bid price or disqualify the Bidder.

**§ 6.3.4** Persons and entities proposed by the Bidder and to whom CCECD have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of CCECD.

## **ARTICLE 7 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**

**§ 7.1** Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 Terms of the Final Contract between CCECD and the Vendor are to be negotiated, and subject to final approval by CCECD's legal counsel but must include the following:
  - a. Contractor Certification: Federal Uniform Guidance Contract Provisions for Non-Federal Entity Contracts, attached here to as **Attachment A**;
  - b. 44 C. F. R. Part 18 Certification Regarding Lobbying, attached hereto as **Attachment B**.

## ATTACHMENT A

- To be incorporated into final contract terms.

### **CONTRACTOR CERTIFICATION**

## **FEDERAL UNIFORM GUIDANCE CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS**

A Texas 9-1-1 Entity customer (“9-1-1 Entity”) must ensure that all policies and procedures involving the expenditure of federal funds are compliant with the federal Uniform Guidance ([2 C.F.R. Part 200](#)). Part of this process involves ensuring that its vendors and contractors (collectively herein, “Contractor”) agree to comply with federal contract provisions ([2 C.F.R. § 200.327](#)).<sup>1</sup> The contract provisions are taken from [Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#) Additional and/or supplemental contract provisions included in the Certification are derived from the [Federal Emergency Management Agency’s Contract Management Guide \(June 2021\)](#).<sup>2</sup>

This Certification is required when 9-1-1 Entity expends federal funds for any contract or other form of agreement including purchase order. Any exceptions to or modifications by Contractor of this Certification will result in delays in 9-1-1 Entity being authorized to expend awarded federal funds; and may preclude 9-1-1 Entity from expending federal funds with Contractor.

Execution of this Certification is not indicative that each provision, including additional and/or supplemental provisions, is applicable to 9-1-1 Entity and Contractor’s underlying contract or other form of agreement including purchase order (collectively herein, “agreement”), or 9-1-1 Entity’s obtaining property and services from Contractor.

It is the responsibility of the 9-1-1 Entity to ensure Contractor’s execution and compliance with this Certification. 9-1-1 Entity must provide a copy of Contractor-executed Certification to the Commission on State Emergency Communications (“CSEC”), and will provide evidence of Contractor compliance to CSEC within 10-business days of 9-1-1 Entity’s receipt of a written request from CSEC or authorized entity.

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## **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS –2 C.F.R. PART 200, APPENDIX II**

### **Definitions**

“Addressed” means sufficiently addressed in the agreement to satisfy the requirements of federal procurement law and regulation described in the explanations provided in this certification.

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<sup>1</sup>The Certification is a modified version of a federal contract provisions form for compliance with Education Department General Administrative Guidelines (EDGAR) and used by, among others, the Texas Department of Information Resources.

<sup>2</sup> Additional and/or supplemental contract provisions are provided and applicable to the extent 9-1-1 Entity and Contractor’s underlying contract, other form of agreement including purchase order, or the underlying cooperative purchase master agreement does not include or the included provision is deemed by an appropriate authority as insufficiently addressing the federal contract provision.

## ATTACHMENT A

- To be incorporated into final contract terms.

### Federal Contract Provisions (Appendix II)

(A) **Contracts for More Than the Simplified Acquisition Threshold (\$250,000)**. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to 2 C.F.R. Appendix II to Part 200 Federal Rule (A) , when 9-1-1 Entity expends federal funds, the 9-1-1 Entity reserves all rights and privileges under applicable laws and regulations in the event of breach of contract by either party.

(B) **Price Exceeds Micro Purchase Threshold (\$10,000)**. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to 2 C.F.R. Appendix II to Part 200 Federal Rule (B), when 9-1-1 Entity expends federal funds, 9-1-1 Entity reserves the right to terminate any agreement in excess of \$10,000 in the event of a breach or default of the agreement by Contractor in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the agreement; (2) make any payments owed; or (3) otherwise perform in accordance with the agreement. 9-1-1 Entity also reserves the right to terminate the agreement, with written notice to Contractor, for convenience, if 9-1-1 Entity believes, in its sole discretion that it is in the best interest of 9-1-1 Entity to do so. Contractor will be compensated for work performed and accepted and goods accepted by 9-1-1 Entity as of the termination date if the agreement is terminated for convenience by 9-1-1 Entity. Any agreement is not exclusive and 9-1-1 Entity reserves the right to purchase goods and services from other vendors when it is in 9-1-1 Entity's best interest.

(C) **Equal Employment 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" (appears at [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" (appears at 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971), and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (C), when 9-1-1 Entity expends federal funds, the equal opportunity clause required by [41 CFR 60-1.4\(b\)](#) is incorporated by reference as permitted by [41 CFR 60 1.4\(d\)](#). Notwithstanding being Addressed, each nonexempt prime contractor must include the equal opportunity clause in each of its nonexempt subcontracts.

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(D) **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)**. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. (See [29 C.F.R. § 5.2](#) for applicable definitions including "mechanic" and "laborer.")

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (D), when 9-1-1 Entity expends federal funds for a prime construction contract in excess of \$2,000 the provisions at [29 C.F.R. § 5.5\(a\)\(1\)-\(10\)](#) are incorporated in full by reference into all applicable contracts, and all applicable Contractors must include these provisions in full in any subcontracts. Regarding Compliance with the Copeland "Anti-Kickback" Act, Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into the agreement. Regarding subcontracts and the Copeland "Anti-Kickback" Act, Contractor or subcontractor shall insert in any subcontracts the clause above applicable to Contractor and such other clauses as Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(E) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. 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

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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.

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (E), when 9-1-1 Entity expends federal funds for a contract in excess of \$100,000 involving the employment of mechanics or laborers Federal Rule (E) is incorporated by reference and the agreement is revised to include the following from [29 CFR § 5.5\(b\)\(1\)-\(4\)](#):

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The CSEC or 9-1-1 Entity shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

In addition to the preceding clauses from 29 CFR § 5.5(b)(1)-(4), and in accordance with [29 CFR § 5.5\(c\)](#), if the agreement is subject only to the Contract Work Hours and Safety Standards Act and

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not to any of the other statutes cited in § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Treasury, CSEC, 9-1-1 Entity and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Additional/Supplemental Provision: NOT APPLICABLE. Only applies to a “funding agreement” defined as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.” [37 CFR 401.2\(a\)](#).

(G) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**, as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (G), when 9-1-1 Entity expends federal funds for a contract in excess of \$150,000 Contractor agrees as follows:

Clean Air Act: 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.*

Contractor agrees to report each violation to the 9-1-1 Entity and understands and agrees that the

9-1-1 Entity will, in turn, report each violation as required to assure notification to Treasury, and the appropriate [Environmental Protection Agency Regional Office](#).

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Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by Treasury.

Federal Water Pollution Control Act: 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.*

Contractor agrees to report each violation to the 9-1-1 Entity and understands and agrees that the 9-1-1 Entity will, in turn, report each violation as required to assure notification to CSEC, Treasury, and the appropriate [Environmental Protection Agency Regional Office](#).

Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by Treasury.

**(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM),** in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (appears at 3 CFR part 1986 Comp., p. 189) and 12689 (appears at 3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (H), Contractor certifies and agrees as follows:

Suspension and Debarment: The agreement with the 9-1-1 Entity is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, Contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by 9-1-1 Entity. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to CSEC or 9-1-1 Entity, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

As applicable, Contractor, as a bidder or proposer, agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while the offer is valid and throughout the period of any contract that may arise from the offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



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(I) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors that apply or bid for an award, or have an existing agreement with a Texas 9-1-1 Entity funded in whole or in part with federal funds, exceeding \$100,000 must file the required certification. Each tier certifies to the tier above 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](#). Each tier must 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 non-Federal award.

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (I), Contractor certifies and agrees as follows:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). In the event Contractor applies or bids for an award, or has an existing contract with a 9-1-1 Entity, exceeding \$100,000 shall complete on company letterhead and file the required certification (Appendix A). Each tier certifies to the tier above that it will not and has not used federally 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. Each tier 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 federal awarding agency.”

(J) Per **2 C.F.R. § 200.323 Procurement of Recovered Materials** -- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (J), Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

(K) Per **2 C.F.R. § 200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** -- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

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(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).**

(i) 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).**

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) 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.**

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [2 C.F.R. § 200.471](#).

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (K), Contractor agrees as follows:

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

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- Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  
- Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service 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.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
  - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:
    - i. *Are not used* as a substantial or essential component of any system;  
*and*
    - ii. *Are not used* as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- (1) In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Contractor is

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- To be incorporated into final contract terms.

notified of such by a subcontractor at any tier or by any other source, Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

(L) Per [2 C.F.R. § 200.322 Domestic Preferences for Procurements](#) – (a) As appropriate and to the extent consistent with law, the non-Federal entity does, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials by Contractor produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The preceding preference must be included by Contractor in any subcontracts or other agreements entered into as part of providing property and services to the non-Federal entity.

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (L), Contractor agrees as follows:

### **Domestic Preference for Procurements.**

(a) As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

(b) For purposes of this section:

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(1) "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.

(2) "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.

(M) Per [2 C.F.R. § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.](#)

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (M), Contractor agrees as follows:

If Contractor subcontracts any portion of the delivery or providing of property and services to 9-1-1 Entity, Contractor agrees to make good-faith, reasonable efforts to take the affirmative steps provided in 200.321(b)(1) – (5).

## CERTIFICATION

By executing this Certification, Contractor certifies or affirms the truthfulness and accuracy of each statement of this Certification, including, without limitation, Contractor's agreement to comply with applicable Additional/Supplemental Provisions and any disclosures when 9-1-1 Entity expends federal funds for any contract or other form of agreement including purchase order. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this Certification.

**CONTRACTOR:**

Contractor Name

Signature of Authorized Official

Printed Name of Authorized Official

ATTACHMENT A

- To be incorporated into final contract terms.

Title of Authorized Official

Date

Attachment B  
-- Place on Company Letterhead  
**44 C.F.R. PART 18**  
**CERTIFICATION REGARDING LOBBYING**

Federal Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned, on behalf of \_\_\_\_\_ [Company], certifies to the best of his or her knowledge that:

1. No Federal appropriated funds received from Texas 9-1-1 Entity have been paid or will be paid, by or on behalf of the undersigned Company, 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 Company's contract or other form of agreement with Texas 9-1-1 Entity, the awarding by 9-1-1 Entity of any contract or other form of agreement funded in whole or in part with Federal appropriated funds, 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 received from Texas 9-1-1 Entity 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 Company's contract or other form of agreement with Texas 9-1-1 Entity; the awarding by 9-1-1 Entity of any contract or other form of agreement funded in whole or in part with Federal appropriated funds; or a 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 (<https://www.grants.gov/web/grants/forms/sf-424-family.html>).
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Company 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. § 3801 et seq., apply to this certification and disclosure, if any.

Please check the appropriate box:

No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

Or

Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
(Type or Print Name of Company)

By: \_\_\_\_\_  
(Type or Print Name of Company's Authorized Official and Title)

\_\_\_\_\_  
(Signature of Company's Authorized Official)