

Panhandle Regional Planning Commission  
Regional 9-1-1 Network  
415 SW 8th Avenue  
Amarillo, TX 79105  
(800)-687-7911

# **Request for Proposal:**

## **Replacement of 9-1-1 Front and Backroom Equipment**



**Issued By:**

The Panhandle Regional Planning Commission  
Regional 9-1-1 Network  
415 SW 8<sup>th</sup> Ave  
Amarillo, TX 79101

**Issue Date:**

October 15th, 2023

**Proposal Due Date & Time:**

November 30th, 2023 @ 5:00pm CST

**Sealed Bid Opening Date & Time:**

December 1<sup>st</sup>, 2023 @ 2:00pm CST  
PRPC – 415 SW 8<sup>th</sup> Avenue Amarillo, TX

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## Request for Proposal

### 1. General Information and Background

#### a. Summary

The Panhandle Regional Planning Commission (PRPC) is soliciting proposals from competent vendors to replace the 9-1-1 front and back-room equipment throughout its region.

#### b. Background

The Panhandle Regional 9-1-1 Network aims to provide the most reliable, functional, and current means to ensure the highest possible quality of 9-1-1 service to the citizens of the Texas Panhandle. Due to the critical nature of emergency communications, equipment must be replaced systematically to adhere to current industry standards to increase stability and efficiency. The Regional 9-1-1 Network will be replacing this equipment in the next year.

#### 1. Equipment Pertaining to Proposal

The Commission on State Emergency Communications (CSEC) defines Customer Premises Equipment (CPE) in Public Policy Statement 028 Exhibit A as follows:

“CPE resides at the Public Safety Answering Point (PSAP), with the specific functions of receiving the 9-1-1 call and displaying the data transmitted with the call.”

##### 1. Front Room

Front-room equipment refers to the components of the 9-1-1 call-taking equipment located at the telecommunicator’s workstation. This equipment may include (but not limited to) a computer, display monitor(s), keyboards, headsets, etc.

##### 2. Back Room

Back-room equipment refers to the hardware at the termination point where the Automated Number Information (ANI)/Automated Location Information (ALI) and database networks connect. This equipment may include (but not limited to) servers, computers, display monitors, keyboards, etc.

## **2. Current Infrastructure**

The Panhandle Regional 9-1-1 Network currently has one stand-alone host, one host with an in-house PSAP, and twenty additional remote PSAPs.

### **1. Host**

The equipment at the hosts is responsible for the ingress of both 9-1-1 calls and texts, and the timely and accurate call-routing to the appropriate PSAP. The equipment ensures the proper delivery of ANI/ALI with the call, as well as mapping functionality and integration to the PSAP, and offers full redundancy in the event of a host outage.

#### **Primary Host:**

Panhandle Regional Planning Commission  
415 SW 8<sup>th</sup> Ave, Amarillo, TX 79101  
806-372-3381

#### **Secondary Host:**

Pampa Police Department  
201 W Kingsmill Ave, Pampa, TX 79065  
806-669-5700

### **2. Remote**

The equipment at the remote PSAP is capable of receiving 9-1-1 calls with ANI/ALI, and integrating that information into a graphic user interface (GUI) that allows the call to be answered, geographically displayed on a map, transferred, redialed, etc.

#### **Public Safety Answering Points**

- i. Armstrong County Sheriff's Office (2 Position)
- ii. Carson County Sheriff's Office (2 Position)
- iii. Castro County Sheriff's Office (2 Position)
- iv. Childress County Sheriff's Office (2 Position)
- v. Collingsworth County Sheriff's Office (2 Position)
- vi. Dallam County Jail (2 Position)
- vii. Hereford Police Department (2 Position)
- viii. Donley County Sheriff's Office (2 Position)
- ix. Pampa Police Department\* (2 Position)
- x. Hall County Sheriff's Office (2 Position)
- xi. Hansford County Sheriff's Office (2 Position)
- xii. Hemphill County Sheriff's Office (2 Position)
- xiii. Borger Police Department (3 Position)
- xiv. Lipscomb County Sheriff's Office (2 Position)
- xv. Moore County Sheriff's Office (2 Position)
- xvi. Perryton Police Department (2 Position)
- xvii. Oldham County Sheriff's Office (2 Position)
- xviii. Parmer County Sheriff's Office (2 Position)
- xix. Sherman County Sheriff's Office (2 Position)
- xx. Tulia Police Department (2 Position)

xxi. Wheeler County Sheriff's Office (2 Position)

**2. Scope of Work**

The proposal shall provide a comprehensive equipment solution that includes, but is not limited to the following components:

**a. Call Ingress & Delivery**

Equipment must be able to receive and deliver 9-1-1 voice calls from the ESInet to the appropriate PSAP in a timely and accurate manner. Voice calls must be delivered to the PSAP in accordance with National Emergency Number Association (NENA) standards and Next Generation 9-1-1 (NG9-1-1) equipment operational requirements.

**b. Call-Taking**

Call-taking equipment must be capable of receiving 9-1-1 voice calls. Equipment must be able to integrate ANI/ALI and location information into the GUI and display that information on a map. Equipment must be capable of transferring and connecting calls without losing ANI/ALI information between Network PSAPs and NG9-1-1 compliant Sites. Equipment must have ability to program speed-dial/direct dial transfer to Poison Control, Language Line, and other entities as needed by network staff. Equipment must have call-back and dial out capabilities. Equipment must be capable of handling teletype (TTY) calls. Call-taking equipment must be compliant with NENA and NG9-1-1 equipment operational requirements.

**c. Text to 9-1-1**

Equipment must be capable of receiving and sending text messages in accordance with NENA and NG9-1-1 equipment operational requirements. Equipment must be capable of integrating any ANI/ALI or other locating information into the GUI. Equipment must be able to transfer text messages to PSAPs capable of receiving them.

**c1. Multimedia Messaging Service (MMS)**

Equipment must be able to, or capable of upgrade as future capabilities allow for the delivery of MMS to the PSAP GUI in accordance with NENA and NG9-1-1 equipment operational requirements.

**d. Redundancy**

**a. Host Redundancy**

Each host should be capable of call ingress and delivery functionality for the entire Regional 9-1-1 Network in the event of failure at the other host.

**b. Call-Taking Equipment Redundancy**

Each PSAP shall have at least two or more fully redundant call taking positions with the number of positions per PSAP listed below.

Panhandle Regional Planning Commission  
Regional 9-1-1 Network  
415 SW 8th Avenue  
Amarillo, TX 79105  
(800)-687-7911

PSAP	# of Positions	Address
Armstrong County Sheriff's Office	2 Pos	110 1st St; Claude, 79019
Carson County Sheriff's Office	2 Pos	201 Hwy 60; Panhandle, 79068
Castro County Sheriff's Office	2 Pos	900 E Bedford, Dimmitt, 79027
Childress County Sheriff's Office	2 Pos	1005 Ave F NE; Childress, 79201
Collingsworth County Sheriff's Office	2 Pos	810 Belton St; Wellington, 79095
Dallam County Jail	2 Pos	201 E 5th St; Dalhart, 79022
Hereford Police Department	2 Pos	212 N Lee Ave; Hereford, 79045
Donley County Sheriff's Office	2 Pos	301 S Jefferson; Clarendon, 79226
Pampa Police Department	2 Pos	201 W Kingsmill; Pampa, 79065
Hall County Sheriff's Office	2 Pos	200 E Harrison; Memphis, 79245
Hansford County Sheriff's Office	2 Pos	10 NW Court St; Spearman, 79081
Hemphill County Sheriff's Office	2 Pos	401 Purcell Ave; Canadian, 79014
Borger Police Department	3 Pos	611 N Weatherly; Borger, 79007
Lipscomb County Sheriff's Office	2 Pos	105 Oak St; Lipscomb, 79056
Moore County Sheriff's Office	2 Pos	700 S Bliss; Dumas, 79029
Perryton Police Department	2 Pos	PO Box 849; Perryton, 79070
Oldham County Sheriff's Office	2 Pos	105 S. Main, Vega 79092
Parmer County Sheriff's Office	2 Pos	300 4th St; Farwell, 79325
Sherman County Sheriff's Office	2 Pos	701 N 3rd St, Stratford TX 79084
Tulia Police Department	2 Pos	201 N Maxwell; Tulia, 79088
Wheeler County Sheriff's Office	2 Pos	7944 US Hwy 83; Wheeler, 79096

**e. Failover**

Equipment must be capable of automatically redirecting full functionality in the event of an outage. Equipment must be capable of automatically returning to normal once the outage is remedied. Equipment must be capable of routing calls to alternate PSAPs automatically or manually, if needed. Equipment must be capable of automatic interoperability transitions to utilize the PANCOM radio network as a backup network in cases of primary network failure.

**f. Graphic User Interface Functionality/Capabilities**

Proposal will include images and/or videos with explanations of the capabilities and customization of the GUI features of the call-taker position. Proposal will include images/or videos with explanations of the capabilities and customization of the configuration portion of the back-room equipment as applicable.

**g. Call-Taker Map**

Proposal will include images and/or videos with explanations of the capabilities and customizations of the map features. Proposal will demonstrate the data upload process to apply the latest mapping updates to the call-takers' positions.

**h. Reporting**

Equipment must be capable of delivering call data to the E-Cats reporting software in accordance with NENA and NG9-1-1 equipment operational requirements.

**i. Interoperability**

Equipment must be capable or have the ability to upgrade to ensure the interoperability with 3<sup>rd</sup> party vendors such as RapidSOS, etc.

**j. CAD Spill**

Equipment must be capable of delivering ANI/ALI through a one-way spill that may be used for CAD systems, recorders, or other hardware/software that may require the data.

**k. Installation:**

**a. Deployment Schedule and Seamless Transition**

Proposal will outline a deployment schedule and strategy accounting for geographic restraints and seamless transition with little to no loss of 9-1-1 operation or functionality throughout deployment. Proposal will state the amount included for travel during the installation.

**b. Training**

Proposal will outline a comprehensive training program for call takers, dispatchers, administrators, and technical personnel to ensure a functional transition to new software and hardware capabilities. Selected vendor will provide training documentation, walkthroughs, manuals, etc.

**c. Testing**

Proposal will provide a thorough testing schedule to ensure that full functionality has been met, including, but not limited to, hardware and software functionality, failovers, contingencies, etc. Issues will be addressed and rectified as needed during the testing phase.

**d. Data Migration**

Proposal will show a plan to ensure that any relevant 9-1-1 data in the prior system will be migrated into the new system and maintain its data integrity and accessibility.



- 1. Cybersecurity:**

Proposal will demonstrate a plan to safeguard digital assets and sensitive information.
  
- 3. Project Timeline**

The project timeline is expected to be completed within 3 months of acceptance of proposal, in accordance to the deployment schedule set forth within the proposal.
  
- 4. Equipment & Hardware Detail**

All equipment will be itemized by position and site name, and the following will be displayed both individually and comprehensively on a per site basis:

  - a. Manufacturer
  - b. Part Number
  - c. Description
  - d. Quantity
  - e. Unit Price
  
- 5. Extended Support & Warranty**
  - a. Warranty Specifications**

The proposal will lay out a 2-year extended warranty that covers hardware and software outlined within the proposal. Warranty maintenance must be performed by the vendor, at no cost to the PRPC for the first year following acceptance of completion.
  
  - b. Duration**

The extended support and warranty will have a minimum duration of 2 years beginning one year after the final completion of the implementation. If the extended warranty goes beyond the manufacturer warranty, the proposal will outline when the warranty will be transferred to selected vendor. Duration may be negotiated, as needed.
  
  - c. Coverage**

The extended warranty will cover all components, hardware, software and equipment listed in the proposal. Timely technical support will be available 24 hours a day, every day of the year. If remote access is required, proposal will demonstrate methods to achieve that within proposal. Software updates will be provided and training/assistance will be available for system users and administrators as needed throughout the duration of the extended warranty. Extended warranty will cover the timely and seamless replacement or repair of components to minimize downtime or disruption of functionality.
  
  - d. Documentation**

Terms of the extended warranty will be detailed, and will outline the terms, conditions and coverage of the warranty.

**e. Renewal**

Proposal will outline options for renewal of the extended warranty.

**6. Proposal Requirements**

**a. General Specifications and Requirements**

**1. General Required Information**

- a. Legal name of firm
- b. Contact person and contact information (phone, address, e-mail)
- c. Date of firm formation
- d. Legal business description (Individual, Partnership, Corporation, Joint Venture, etc.)
- e. Evidence of licensure to do business within the State of Texas
- f. Evidence of liability insurance and amount of coverage

**2. Qualifications and Availability**

- a. Provide a statement of interest for the project, including firm's history, a narrative describing the firm's specific expertise and unique qualifications as they pertain to this particular project.
- b. Provide a statement on the availability and commitment of the team to undertake the project.
- c. Provide an organizational chart for personnel (including consultants) who are to work on this project. Include the role they will play in the project.

**3. Duration of Proposal**

Proposal will remain valid for a minimum term of 180 days from the closing of the proposal due date.

**4. References**

Proposal will provide verifiable examples of at least three equipment replacements completed in compliance with NENA and NG9-1-1 equipment operational requirements with integration into the current ESInet. Examples will include the services provided, project completion date, completed cost, client agency, and the contact person involved with the project within the agency.

**5. Background Checks, Identification, Notice**

All technicians may be required to pass background checks, must wear identification at all times when on project sites. Technicians must provide ample notice to all sites prior to install dates.

**6. Good Standing**

Proposal vendor must show good standing status with the Texas State Comptroller's Office and the Federal System for Award Management.

**7. Enhancements or Deviations**

Proposal will include justifications and/or explanations of deviations from the stated criteria. Proposal will include a complete description of any additional competitive enhancements which offerors wish to be considered in the evaluation.

**8. Tax Exemption**

The PRPC 9-1-1 Network is a sales tax-exempt organization. A Texas Sales & Use Tax Exemption Certificate will be provided with the order.

**9. Damages**

Proposal must state that the parties agree to indemnify and hold harmless the PRPC 9-1-1 Network Staff, The PRPC, its officers, agents and employees for any damages concerning the undertaking and execution of any subsequent contract.

**10. Required Documentation**

Proposals must also must complete and include (in all copies of proposals) Attachment 1 (Contractor Proposal cover sheet), Attachment 2 (Bidder/Offeror Certification), and Attachment 3 (Bidder/Offeror Affirmations). Attachment 4 (Contractor Certification - Federal Uniform Guidance Contract Provisions) and Attachment 5 (Contractor Certification Regarding Lobbying) are for reference purposes and will need to be signed by the Contractor who attains the bid.

**b. Cost**

All cost of hardware, software, training, licenses, services, travel rates and expenses, etc., will be outlined in the proposal. Cost will be broken down on an individual item level, and on a per-site level as follows:

Per PSAP

1. Unit
2. Installation
3. Maintenance
  - a. One Year Warranty
  - b. Year Two & Three Warranty
4. Other

## **7. General Conditions**

- a.** The purpose of this request for proposals is to ensure uniform information in the solicitation of bids and procurement of services. This proposal is not to be construed as a purchase agreement or contract or as a commitment of any kind; nor does it commit the PRPC 9-1-1 Network to pay for costs incurred prior to the execution of a formal contract or purchase order unless such costs are specifically authorized in writing by the PRPC 9-1-1 Network.
- b.** The PRPC 9-1-1 Network reserves the right to accept or reject any or all proposals received, and or cancel or reissue this proposal in part or its entirety.
- c.** The PRPC 9-1-1 Network reserves the right to negotiate the final terms of all contracts or agreements with offeror(s) selected.
- d.** Misrepresentation of the offeror's ability to perform as stated in the proposal may result in cancellation of any contract or agreement awarded.
- e.** Offerors shall not under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of the PRPC 9-1-1 Network for the purpose of having an influence toward their own bid or any other bid submitted hereunder.
- f.** No employee, officer, member, or agent of the PRPC 9-1-1 Network shall participate in the selection, award, or administration of a contract if a conflict of interest, or potential conflict, would be involved.
- g.** Bidders shall not engage in any activity, which will restrict or eliminate competition. Violation of this provision may cause an offeror's bid to be rejected. This does not preclude joint ventures or subcontractors.
- h.** Any offeror may withdraw their proposal either in person or by written request by a duly authorized representative at any time prior to the scheduled closing time for receipt of bids.

## **8. Evaluation and Selection**

Each proposal must conform and be responsive to the terms, conditions and specifications listed throughout this request for proposal. The proposal must meet or exceed stated requirements in order to be considered responsive. The PRPC 9-1-1 Network reserves the right to reject all proposals or to waive any irregularities in any proposals, and be the sole judge of the merit and qualifications of products and services offered, and may accept whatever proposal, or whatever portion of the proposal, is deemed to be in the best interest of the PRPC 9-1-1 Network.

- a. Panhandle Regional 9-1-1 Review Committee**

A subcommittee of the Panhandle Regional 9-1-1 Network Advisory Committee was formed to create a scoring metric to score the bids. This committee will also review the sealed bids with 9-1-1 Network Staff, and present their recommendations to the Panhandle Regional 9-1-1 Network Advisory Committee.

**b. Scoring Metric**

Metric	Score
Best Price	25
Best Value to PRPC 9-1-1 Network	20
Professional Experience with 9-1-1 Equipment at Answering Sites	20
Compliance with RFP Specifications and Completeness of Proposal Submission	15
Historically Under-Utilized Business - HUB (Attach Certificate, if applicable)	5
Graphic User Interface (GUI) Ease of Access	15
Total	100

**c. Additional Information**

Additional information may be requested from any/all of the respondents to clarify their respective proposals.

**9. Proposal Delivery**

**a. Contact**

John Schaumburg  
Director  
Panhandle Regional 9-1-1 Network  
806-372-3381  
[jschaumburg@theprpc.org](mailto:jschaumburg@theprpc.org)

**b. Deadline**

Proposals received after the indicated date and time (November 30<sup>th</sup>, 2023 5:00pm CST) will not be accepted or considered for award. Proposals will not be accepted via e-mail or facsimile. Timely delivery of proposals to PRPC is the sole responsibility of the offeror.

**c. Means of Delivery**

Please submit six (6) hard copies and one digital copy of the proposal to PRPC delivered by November 30<sup>th</sup>, 2023, prior to 5:00pm CST, to:

**1. In Person or by FEDEX or UPS**

PRPC 9-1-1 Network  
415 SW 8<sup>th</sup> Ave

Panhandle Regional Planning Commission  
Regional 9-1-1 Network  
415 SW 8th Avenue  
Amarillo, TX 79105  
(800)-687-7911

Amarillo, TX 79101

**2. US Mail (USPS Only)**

PRPC 9-1-1 Network  
415 SW 8<sup>th</sup> Ave  
Amarillo, TX 79101

**10. Conclusion**

Upon receipt of the proposals by the stated deadline, the selection committee will evaluate the respondents' qualifications and rank them based on the criteria in Section VI of this document. The selection committee may select the highest ranked firm or may interview a short list of firms. The result of the selection process shall be presented to the Panhandle Regional 9-1-1 Network Advisory Committee, and then the PRPC Board of Directors with a recommendation for selection. PRPC will then begin negotiations with the selected offeror. If negotiations are not successful, negotiations will commence with the next highest rated offeror.

Acceptance of evaluation methodology: By submitting a proposal in response to this RFP, respondents accept the evaluation process and acknowledge/accept that the determination of the "most qualified" offeror may require subjective judgments by Panhandle Regional 9-1-1 Network Review Committee.

All information, documentation and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and may be subject to public disclosure after the solicitation has been completed and the contract executed with the selected firm.

Attachment 1  
Proposal Cover Sheet

PANHANDLE REGIONAL REGIONAL PLANNING COMMISSION  
PROPOSAL COVER SHEET

Legal Name of Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address (if different): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Authorized Contact Person: \_\_\_\_\_

Title \_\_\_\_\_

Tax/Legal Status:

Corporation Ownership	Sole	Public	For Profit
Partnership	Not for Profit	Private	Other

State Controller Identification Number (if available) \_\_\_\_\_

Federal Taxpayer Identification Number: \_\_\_\_\_

(Please include a W-9 with Bid)

Is proposer certified as a historically underutilized business (HUB)?      Yes      No

Certifying Agency? \_\_\_\_\_

(Is a copy of the certification notice is required as an attachment)

Prices quoted in this bid are effective through: \_\_\_\_\_



Attachment 2  
Bidder/Offeror Certification

**BIDDER/OFFERER CERTIFICATION**

**REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS**

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/sub-grantee; "contract/grant" refers to both contract/grant and subcontract/sub-grant. Each covered contractor/grantee must also screen each of its covered subcontractor/providers.

**By signing and submitting this certification, the potential contractor/grantee accepts the following terms:**

The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, the federal government may pursue available remedies, including suspension and/or debarment.

The potential contractor/grantee shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded" as used in this certification have meanings based upon the Definitions of Coverage sections of federal rules implementing Executive Order 12549.

The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency as applicable.

**Do you have or do you anticipate having subcontractors/sub-grantees under this proposed contract? YES\_\_ NO\_\_**

The potential contractor/grantee further agrees by submitting this certification that it will include this certification without modification, in all covered subcontracts and in solicitations for all covered documents.

A contractor/grantee may rely upon a certification of a potential subcontractor/sub-grantee that it is not debarred, suspended, ineligible or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/sub-grantees upon each subcontract's/sub-grantee's initiation and upon each renewal.

Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to make in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for contracts/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/sub-grant with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in the transaction, the federal government may pursue available remedies, including suspension and/or debarment as applicable.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS**

Indicate which statement applies to the covered potential contract/grantee:

\_\_\_\_\_ The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.

\_\_\_\_\_ The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation (a) to this certification.

**NAME OF POTENTIAL CONTRACTOR/ GRANTEE** \_\_\_\_\_

**BIDDER/OFFEROR ID NO./ FEDERAL EMPLOYER'S ID NO.** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Printed/Typed Name of Authorized Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title of Authorized Representative**

CERTIFICATION FOR FY:

START DATE:

END DATE:

Attachment 3  
Bidder/Offeror Affirmations

## BIDDER/OFFEROR AFFIRMATIONS

**PRPC** requires Respondents to affirm their compliance with state and federal laws and agreement with the terms and conditions of this IFB by signing below. Respondent affirmations become part of the procurement and are binding terms and conditions of any resulting contract, purchase order, or Respondent agreement. Any misrepresentation or false statement is a breach of contract which shall void or make voidable any solicitation or resulting contract. Respondent shall affirm all the following:

- (A) The Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
  
- (B) The Respondent has not received compensation from **PRPC** for participation in the preparation of specifications for this procurement.
  
- (C) The Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified grant or contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.
  
- (D) The Respondent shall defend, indemnify, and hold harmless **PRPC** and all its officers and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities arising out of, connected with, or resulting from any acts or omissions of the Respondent, employee, subcontractor, or supplier of contractor in execution or performance of the contract.

\_\_\_\_\_  
Name of Bidder/Offeror

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed/Typed Name of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Representative

Attachment 4  
Contractor Certification  
Federal Uniform Guidance Contract Provisions

Provided for information purposes.  
Will need to be signed by contractor who wins bid.

# **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 11 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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<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.

# 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.

## Federal Contract Provisions (Appendix 11)

(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 affected 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 (8), 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](#)

[§Q](#), "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.

(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 29 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\(a\)\(1\)-00](#) 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 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 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](#).

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.

(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:

(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.*

- 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 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:

(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

Title of Authorized Official

Date



Attachment 5  
Contractor Certification  
Regarding Lobbying

Provided for information purposes.  
Will need to be signed by contractor who wins bid.

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 the Commission on State Emergency Communications (Commission) 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 the Commission, the awarding by Company 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 the Commission 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 the Commission; the awarding by Company 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>).

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, Company 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.

Attached or previously provided 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)

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