

RFQ-23-85-HLS-9-1-1 EMERGENCY NETWORK



REQUEST FOR QUOTATION 9-1-1 Emergency Network Equipment Refresh (Front room only)

RFQ Release	Monday June 5, 2023, at 4:00 p.m.
RFQ Responses Due	Wednesday June 21, 2023, at 4:00 p.m.
Submission Address	Debbie Ugarte Contracts and Procurement Manager 8200 Perrin Beitel, Suite 101 San Antonio, TX 78217 Phone: 210-362-5302 Email: dugarte@aacog.com
Web Links:	https://www.aacog.com/bids.aspx https://www.txsmartbuy.com/esbd

PART 1.0 – SCOPE OF PROJECT

1.1 Purpose of RFQ:

The Alamo Area Council of Governments (AACOG) is seeking a firm, fixed price quotation for Public Safety Answering Point (PSAP) front room equipment and three-year warranty, and twenty-four hours a day and seven days (24X7) repair/replacement services. In addition, respondents need to have the capability to make available a Field Operations-Business Field Technician, on call 24X7.

1.2 Background Information

AACOG is a voluntary association of municipal and county governments and special districts located in Bexar County and the surrounding thirteen counties. Defined as a political subdivision of the State of Texas, the Alamo Area Council of Governments (AACOG) was established in 1967 under Chapter 391 of the Local Government Code as a voluntary association of local governments and organizations that serves its members through planning, information, and coordination activities. AACOG serves the Alamo Area/State Planning Region 18, which covers 13 counties and 12,582 square miles. Comprising the area planning region are Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, McMullen, and Wilson counties.

1.3 Scope of Work

1.3.1 Equipment, Warranty Specifications

Each quote must conform and be responsive to the terms, conditions, and specifications that follow. The quote must meet or exceed stated requirements to be considered responsive. The 9-1-1 Emergency Network reserves the right to reject all quotes or to waive any irregularities in any quotes or in the bidding, and to be the sole judge of the merit and qualifications of products and services offered, and may accept whatever quote, or whatever portion of quote, is deemed to be in the best interest (and/ or best value) of the 9-1-1 Emergency Network. The quotation must contain the following equipment:

1.3.1.1 PSAP Front Room Equipment:

Respondent will provide manufacturer, quantity, part number, description, unit price and total price for each equipment item germane to the PSAP sites provided herein. A price summary will be provided for each site. Equipment will be compatible with each facility and current ancillary equipment/services located at each site (e.g., recorders, firewalls, routers, uninterrupted power sources (UPS), cloud service, etc.). Equipment will meet all current Next Generation 9-1-1 equipment operational requirements.

1.3.1.2 3-Year 24X7 warranty repair/replacement services:

In addition to any manufacturer's warranty, Respondent will provide a of total 3-year repair/replacement price for each site. (e.g., if a manufacturer provides a 1-year repair/replacement warranty which is included in the equipment quote price, Respondent may include

extended warranty pricing for 2 years for a total of 3 years.) Regardless of manufacturer or extended warranty, the warranty provisions will be the same i.e., 3 -year 24X7 repair/replacement. If a Respondent currently has an in force extended warranty on existing PSAP equipment, any/all portions of the unexpired warranty may be transferred to the anticipated equipment purchase with resulting price mitigation.

PART 2.0 – GENERAL INFORMATION & ADMIN REQUIREMENTS

2.1 Eligible Providers

- 2.1.1** Proposers must have the technical competence, administrative capacity, management and administrative skills, program experience and expertise, fiscal management systems, the financial resources and stability to accomplish the work identified in this RFQ, and meet high standards for public service and fiduciary responsibility.
- 2.1.2** AACOG is prohibited from contracting with any entity debarred, suspended, or otherwise excluded from or ineligible for participation. Accordingly, a contract requires Contractors to certify that they are in compliance with the Federal regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98-510, Participant’s Responsibilities. The Contractor must certify that to the best of its knowledge and belief that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
- 2.1.3** The proposer certifies that no member of or delegate to the Congress of the United States (US) shall be admitted to any share or part of this contract or to any benefit arising therefrom.
- 2.1.4** The proposer certifies that no member, officer or employee of the Public Body or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- 2.1.5** The proposer agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- 2.1.6** The Purchaser and proposer acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract).
- 2.1.7** The proposer will be free of all obligations and interests that might conflict with the best interests of AACOG;
- 2.1.8** The proposer will have the capacity of providing services on a timely basis;
- 2.1.9** The proposer will warrant that they nor any member of their controlling management presently has a relationship with any member of the AACOG Board of Directors or an AACOG officer with contractual authority and will not enter into any such relationship, directly or indirectly, which would create or provide the appearance of a conflict of interest in the performance of any agreement with AACOG. If an applicant cannot make such representation, the person(s) having a relationship with the AACOG Board member or officer, shall file the attached Conflict of Interest Questionnaire with their response to this request for applications. Nothing contained in this paragraph shall relieve Contractor of

its obligation to file a Conflict-of-Interest Questionnaire at a later date if such conflict arises.

- 2.1.10 The submission of an applications shall be prima facie evidence that the proposer has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
- 2.1.11 The proposer shall furnish AACOG such additional information as AACOG may reasonably require.
- 2.1.12 Responses will remain on file in accordance with the Texas Open Records Act.

2.2 Contract Information

2.2.1 Type of Contract

This Request for Qualification may result, assuming a contractor is selected and an award made, in a deliverables-based contract, with progress payments as mutually determined to be appropriate or other mutually acceptable arrangement. These payments shall be based upon deliverable milestones completed

2.3 Governing Provisions & Limitations

Violation of any of the following provisions may cause an application to be disqualified and rejected from consideration.

- 2.3.1 If the application, if accepted, will become the basis for the contract scope of work.
- 2.3.2 The only purpose of this RFQ is to ensure uniform information in the solicitation of applications for the procurement of identified services. This RFQ is not to be construed as a purchase agreement, contract or as a commitment of any kind; nor does it commit AACOG to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by AACOG.
- 2.3.3 AACOG reserves the right to accept or reject any or all applications received, to cancel or reissue this RFQ in part, or its entirety.
- 2.3.4 AACOG reserves the right to award a contract(s) for any services solicited in this RFQ in any quantity AACOG determines is in its best interests.
- 2.3.5 AACOG reserves the right to extend, shorten, increase or decrease any contract awarded as a result of this RFQ.
- 2.3.6 AACOG reserves the right to request additional information, clarification of or explanation for any aspect of a response to this RFQ.
- 2.3.7 AACOG reserves the right to waive any minor defect in the procurement process or to correct any error(s) and/or make changes to this solicitation it deems necessary. AACOG will provide notifications of any changes in this RFQ to all interested parties having requested or received a copy of this RFQ.
- 2.3.8 AACOG reserves the right to negotiate the final terms of any and all contracts or agreements with selected proposers and any such terms negotiated as a result of this RFQ may be renegotiated and/or amended in order to successfully meet the needs of the regional area.
- 2.3.9 AACOG reserves the right to contact any individual, agency, employer or granting agencies listed in an application, contact others who may have experience and/or knowledge of the respondent's relevant performance and/or qualifications; and to request additional information from any and all respondents.
- 2.3.10 AACOG reserves the right to withdraw or reduce the amount of an award or to cancel any contract or agreement resulting from this RFQ if adequate funding is not received by AACOG from any other funding sources or due to legislative changes.

- 2.3.11 Respondents shall not, under penalty of law, offer or provide any gratuities, favors or anything of monetary value to any officer, board member, employee, application evaluator, or agent of AACOG or elected official for purposes of having an influencing effect on this procurement.
- 2.3.12 Respondents shall not attempt in any manner to advocate for, lobby or otherwise attempt to influence any officer, board member, employee, application evaluator, or agent of AACOG or elected official for purposes of having an influencing effect on this procurement.
- 2.3.13 No officer, board member, employee, application evaluator, or agent of AACOG shall participate in the selection, award or administration of a contract if a conflict of interest, or potential conflict, is involved.
- 2.3.14 Respondents shall not engage in any activity that will restrict or eliminate competition. Violation of this provision will cause a respondent's application to be disqualified and rejected. This does not preclude joint ventures or subcontracts.
- 2.3.15 The contents of a successful application will become a contractual obligation if selected for the award of a contract. Failure of a respondent to accept this obligation may result in cancellation of an award. No plea of error or mistake shall be available to successful proposer as a basis for release from proposed services at the stated price/cost. Any damages accruing to AACOG as a result of a successful proposer's failure to contract with AACOG may be recovered from the proposer.
- 2.3.16 A contract with a selected proposer may be withheld, at the sole discretion of AACOG, if issues of contract or questions of non-compliance, questioned/disallowed costs, audit/monitoring findings or legal issues exist, until such issues are satisfactorily resolved. AACOG may withdraw the award of a contract if the resolution is not satisfactory to AACOG.
- 2.3.17 AACOG is exempt by law from paying State Sales Tax and Federal Excise Tax.

2.4 Administrative Requirements & Limitations

- 2.4.1 Respondents must be able to demonstrate the necessary administrative and fiscal capability necessary to successfully provide required services and to meet the financial accountability requirements of federal grants.
- 2.4.2 Contractors must agree to comply with any applicable Federal, State, and AACOG rules, policies, directives, procedures, and plans and unilateral contract modifications.
- 2.4.3 AACOG Contractors are subject to compliance monitoring. At any time during normal business hours, and as often as deemed necessary, AACOG, and its funding source agencies, or any of their duly authorized representatives shall have complete access to any books, invoices, payrolls, time sheets, or any other records or papers which are related to a contract resulting from this RFQ for the purpose of verifying contractual, program and financial compliance with all applicable laws, rules, regulations and policies.

PART 3.0 – RESPONSE INFORMATION

3.1 Technical Assistance

- 3.1.1 Proposers may call email questions up to
- 3.1.2 An Addendum to the RFQ, to include all questions received via email, will be delivered to all interested parties, and included in archived documents.
- 3.1.3 Other than written questions submitted to AACOG prior to the deadline for such questions, as specified in the RFQ, potential respondents are prohibited from making contact with AACOG staff or Board of Directors at any time during this procurement process regarding the RFQ, the evaluation process, recommendation and/or award of contracts, or to gain any other information that could provide a competitive advantage of one respondent over

another. Violations of this prohibition will result in the automatic disqualification of the offending proposer.

3.1.4 Other than as specified above, all members of the AACOG Board, AACOG staff, individuals that have reviewed the RFQ prior to its release, authorized representatives or agents of AACOG are precluded from entertaining or answering questions concerning this RFQ or the procurement process.

3.2 Availability of Request for Qualifications

The RFQ will be posted at www.aacog.com and at the Electronic State Business Daily (ESBD) The RFQ is also available at the above address from 8:00 a.m. – 5:00 p.m., Monday through Friday (except for holidays). Any interested party that receives this RFQ by means other than directly from AACOG is responsible for notifying AACOG that it has received an RFQ package so that when an addendum is issued to this RFQ the information can be provided to such party.

3.3 Proprietary Information & Texas Public Information Act

Proposer is hereby notified that AACOG strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information. AACOG may seek to protect from disclosure all information submitted in response to this RFQ until such time as a final agreement is executed. Upon execution of a final agreement, AACOG will consider all information, documentation, and other materials requested to be submitted in response to this RFQ to be of a non-confidential and non-propriety nature and, therefore, subject to public disclosure. Proposer will be advised of a request for public information that applies to their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information that may be protected from release as authorized by Government Code or Attorney General Decision.

3.4 Response Scoring Criteria

Responsive quotations submitted by the deadline will be evaluated and scored according to the following criteria:

3.4.1 EVALUATION FACTORS

Scoring Criteria, with Percentages:

Cost / Best Value to 9-1-1 Emergency Network	50%
Professional Experience with 9-1-1 Equipment at Answering Sites	30%
Compliance with RFQ Specifications and Completeness of Quote	15%
Historically Under-Utilized Business (HUB) Certification	5%
TOTAL POSSIBLE POINTS	100%

3.5 Evaluation Communication

The three highest scoring respondents may be asked for additional information or to clarify their respective quotes.

3.6 Response Deadline

Quotations must be received no later than Wednesday, June 21, 2023 at 4:00pm (CST). Quotes received after the indicated date and time (Wednesday June 21, 2023 4:00 PM) will not be accepted or considered for award. Quotes will not be accepted via e-mail. Timely delivery of quotes to AACOG is the sole responsibility of the

PART 4.0 – DISPUTE RESOLUTION PROCESS

4.1 Dispute Resolution - Appeal and Debriefing Process

4.1.1 Appeal Process

Respondents not selected for funding may appeal only with respect to any fault or violation

of law or regulation regarding the procurement process. Appeals must be filed within **ten calendar days** of receipt of notification of final action. Final action shall be considered by AACOG, at which final selection of the contractor is made. Appeals shall be directed to:

Contracts and Procurement Manager
Alamo Area Council of Governments
2700 NE Loop 410, Suite 101
San Antonio, TX 78217

- 4.1.2 The appeal must indicate the Board action appealed and the violation, which forms the basis for the appeal, and shall be signed by the appellant organization's authorized representative. Fax and e-mail transmittals will not be accepted. The filing of the appeal must be within the time frame identified. There is no relief accorded appellants for not filing within the published deadlines. Hearings shall be conducted in accordance with existing Agency procedures.
- 4.1.3 Respondents may NOT appeal the scoring and ranking of applications, unless substantiated by material or relevant facts;
- 4.1.4 Respondents may NOT appeal solely on the belief that their application is superior to the one selected for award.

4.2 Request for Debriefing

Respondents not selected by this procurement process, and have elected not to file an appeal, may submit within 10 days of AACOG's notification of the procurement decision, a Request for Debriefing to obtain information on the procurement process and how their application or offer was received and ranked. AACOG shall acknowledge receipt of the Request for Debriefing in writing within 10 days of receipt, along with the date and time of the scheduled Debriefing. The Debriefing shall be scheduled as soon as possible and no later than 10 days from the receipt of the Request for Debriefing. A debriefing is offered as a courtesy to any bidder who is not selected for funding. The purpose of the debriefing is to promote the exchange of information, explain the application evaluation system, and help unsuccessful bidders understand why they were not selected.

PART 5.0 – QUOTATION RESPONSE REQUIREMENTS

5.1 Quotation Response Summary

Listed below is a summary of all information to be included in a quotation submitted in response to this RFQ. Quotations will be considered only from parties that:

- 5.1.1 Are free of all obligations and interests that might conflict with the best interests of AACOG;
- 5.1.2 Have the capacity of providing services on a timely basis;
- 5.1.3 The offeror quote will provide evidence of professional knowledge/experience with PSAP access point (call center)
- 5.1.4 9-1-1 operations equipment, systems, and requirements as well as experience working with Vertiv Uninterrupted Power Sources.
- 5.1.5 For Technician and warranty purposes, Respondent is required to state in their quote that a guaranteed minimum of 1 hour, by phone and 2 hours, on site response time, 24 hours per day, 7 days a week will be provided. This guaranteed response time includes periods of mandatory evacuation such as hurricanes or other natural or man-made disasters.
- 5.1.6 Quotes will state the amount included in the rate(s) for travel coverage (if any).
- 5.1.7 Quotes will include justifications and/or explanations of deviations from stated

- criteria.
- 5.1.8** Quotes will include the full legal name of the entity submitting the quote, the name, address, and phone number of the person to be contacted concerning the quote and be valid for a minimum of 180 days.
 - 5.1.9** Quotes will include a complete description of any additional competitive enhancement's offerors wish to be considered in the evaluation.
 - 5.1.10** Respondent will include proof of good standing with the Texas State Comptroller's office and the Federal System for Award Management.
 - 5.1.11** All respondents must complete the following attachments
 - 5.1.11.1 (Contractor Quotation cover sheet), Attachment
 - 5.1.11.2 (Respondent/Offeror Certification), Attachment
 - 5.1.11.3 (Respondent/Offeror Affirmations), and Attachment
 - 5.1.11.4 (Contractor Certification - Federal Uniform Guidance Contract Provisions)
 - 5.1.12** The 9-1-1 Emergency Network is a Sales Tax-Exempt Organization. A Texas Sales & Use Tax Exemption Certificate will be provided with the order.
 - 5.1.13** Quotes must state that the parties agree to indemnify and hold harmless the 9-1-1 Division, the Alamo Area Council of Governments, its officers, agents, and employees for any damages concerning the undertaking and execution of any subsequent contract.
 - 5.1.14** The Field Operations-Business Field Technician will periodically be asked to provide professional advice/consultation relative to PSAP network equipment and software.
 - 5.1.15** In addition, respondent must have the capability to make available a 24X7 Field Operations- Business Field Technician dedicated to AACOG 9-1-1.
 - 5.1.15.1 The Field Operations-Business Field Technician will be utilized by the 9-1-1 Emergency Network for complex hardware and software installation/integration/problem-solving and general support services.
 - 5.1.15.2 Additionally, the Field Operations-Business Field Technician will be required to work with/on applicable ancillary PSAP equipment/software not specified in this RFQ to the extent deemed necessary by the 9-1-1 Director (or his designee).
 - 5.1.15.3 The Field Operations-Business Field Technician will provide services primarily at (or in support of) the eight (8) sites listed below and may be called upon during nonstandard work hours and during manmade/natural disasters.
 - 5.1.16** Equipment/Service sites as follows (other sites may be included during period of performance as deemed necessary by the 9-1-1 Director or his designee).
 - 5.1.17** Warrant that they nor any member of their controlling management presently has a relationship with any member of the AACOG Board of Directors or an AACOG officer with contractual authority and will not enter into any such relationship, directly or indirectly, which would create or provide the appearance of a conflict of interest in the performance of any agreement with AACOG. If an applicant cannot make such representation, the person(s) having a relationship with the AACOG Board member or officer, shall file the attached Conflict of Interest Questionnaire with their response to this request for proposals. Nothing contained in this paragraph shall relieve Contractor of its obligation to file a Conflict-of-Interest Questionnaire at a later date if such conflict arises.
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5.2 Texas Open Records

Responses will remain on file in accordance with the Texas Open Records Act.

5.3 Application Format and Number of Copies

Proposers must submit one (1) unbound original with all executed (i.e. original signatures) forms and certificates, plus four (4) exact copies and one (1) electronic copy of your application on a flash drive. Copies may be submitted in a three-ring binder, clipped or stapled in the upper left-hand corner. Any application lacking the required number of copies will be ruled unresponsive and will not be considered under this procurement. Applications must be typed and submitted on 8 ½ x 11 –inch plain white paper. Please do not use less than a 10-point font. Each page of the application, with the exception of the Cover Sheet, must be sequentially numbered, including attachments.

5.4 Field Service Sites:

Location	PSAP Address	City	State	Zip	Positions
Atascosa County Sheriff's Office	1108 Campbell Ave	Jourdanton	TX	78026	3
Bandera County Sheriff's Office	3360 State Highway 173 N	Bandera	TX	78003	2
Frio County Sheriff's Office	502 S. Cedar St	Pearsall	TX	78061	2
Gillespie County Communications Center	104 Industrial Loop	Fredericksburg	TX	78624	3
Karnes County Sheriff's Office	500 E. Wall St.	Karnes City	TX	78118	2
Boerne Police Department	124 Old San Antonio	Boerne	TX	78006	4
Wilson County Sheriff's Office	800 10th St.	Floresville	TX	78114	3
Alamo Area Council of Governments (Host A)	2700 NE Loop 410	San Antonio	TX	78217	2

Attachment 2 Respondent / Offeror Certification

All specifications and terms and conditions of the RFQ are acknowledged and agreed to

Respondent accepts the specifications and conditions unless otherwise agreed to in writing by the Executive Director, Alamo Area Council of Governments (AACOG).

Company Name:		
Mailing address:		
City:	State	Zip Code
Phone:	Fax:	
Web Site:		
Email:		

Name of Representative authorized to sign for Respondent:

(Print name)	(Signature)

(a) Does your "residence state" require respondent whose principal place of business is in Texas to underbid respondent whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence State" is defined as the state in which the principal place of business is located. YES NO

(b) What is that amount or percentage?

I certify that the above information is true and correct:

Name	
Position	
Signature	
Date	

Attachment 3 Respondent / Offeror Affirmations

Having carefully examined the terms and conditions and specifications within this RFQ document, the undersigned Proposer's Agent hereby proposes and agrees to furnish the proposed product(s)/service(s) in strict compliance with the specifications as quoted.

The Proposer affirms that, to the best of his knowledge, the response has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other respondent in the award of this RFQ.

The Proposer affirms that he/she has not participated in any act of favoritism, gratuity, or inside dealings with any member of the staff of AACOG or its Board of Directors.

Company Name:
President/Designee:
Position:
Signature:
Date:

Attachment 4
 Contractor Certification
 Federal Uniform Guidance Contract Provisions

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ	
For vendor or other person doing business with local governmental entity	
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p>
<p>1. Name of person who has a business relationship with local governmental entity.</p>	<p>Date Received</p>
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	

3. Name of local government office with whom filer has employment or business relationship.

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government office named in this section.

4.

Signature of person doing business with governmental entity

Date

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

NAME OF INDIVIDUAL, AGENCY, BUSINESS OR ORGANIZATION		Doing business as (DBA), if applicable:
ADDRESS	Applicable Procurement or Solicitation #, if any:	Federal Employer Tax Identification #:

READ CAREFULLY BEFORE SIGNING THIS CERTIFICATION. Federal regulations require contractors, respondent, and sub grantees to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this certification, the prospective vendor/grantee is attesting/acknowledging the representations set out below.
2. This certification is a material representation of fact upon which the Alamo Area Council of Governments (AACOG) will rely on when this transaction is entered into. If it is later determined that the prospective vendor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to Federal or State departments or funding agency(s), AACOG may pursue on its own available remedies, including contract termination, suspension and debarment.
3. **The prospective vendor/grantee shall provide immediate written notice to AACOG, Contracts and Procurement Manager 2700 NE Loop 410, Suite 110, San Antonio, TX 78217, if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.**
4. The terms “covered contract”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “principal”, “proposal”, and “voluntarily excluded”, as used in this certification, have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. You may contact the person to which this proposal or contract is submitted for assistance in obtaining a copy of this regulation.
5. The prospective vendor/grantee agrees, by submitting this certification, that should the proposed contract/grant be entered into, it shall not knowingly enter into any lower-tier-covered transaction or sub-contract with a person or entity that is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, unless pre-authorized by the appropriate federal or state department or agency, or by AACOG.

Do you have or do you anticipate having sub-vendors/sub-grantees under this proposed agreement?

Yes No

6. The prospective vendor/grantee further agrees by submitting this certification, that it will include this certification titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts and Grants,” without modification, in all lower-tier covered transactions and sub-contracts and in all solicitations for lower-tier covered transactions and sub-contracts.
7. A vendor/grantee may rely upon a certification of a prospective participant that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from the transaction, unless it knows that the certification is erroneous. Each vendor/grantee is required to check the list of parties excluded from Federal and State Procurement and Non-procurement Programs. **AACOG checks this list for all parties to which it provides funds that are derived directly or indirectly from the Federal Government.**
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this certification document. Participants are not required to have knowledge and information exceeding that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a transaction knowingly enters into a lower-tier transaction or contract with a person who is proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the Federal Government, AACOG or its applicable funding agency(s) may pursue available remedies, including contract termination, suspension and/or debarment.

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

Check the statement that applies to the potential vendor/grantee:

1. The prospective vendor/grantee certifies by submission of this certification, that neither it nor its principals:
- (a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal or State department or agency; and
 - (b) Have, within a three-year period preceding this certification, been convicted of or had a civil judgment rendered against them for fraud; committed a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract; violated Federal or State antitrust statutes; committed embezzlement, theft, forgery, bribery, falsification or inappropriate destruction of records; or received stolen property; and
 - (c) Is presently indicted for or otherwise charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in the preceding paragraph (b) of this certification; and
 - (d) Have, within a three-year period preceding this certification, had one or more contracts or transactions (Federal, State, or local) terminated for cause or default.
2. The potential vendor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential vendor/grantee must attach a signed and dated explanation for each of the above terms, 1(a) through 1(d), to which it cannot certify.

NAME OF POTENTIAL VENDOR/GRANTEE:	
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Signature of Authorized Representative	
Printed/Typed Name & Title of Authorized Representative	

NON-DISCRIMINATION CERTIFICATION

The Contractor agrees to comply with:

1. Title VII of the Civil Rights Act of 1964 (Title VII), which prohibits employment discrimination based on race, color, religion, sex, or national origin;
2. The Equal Pay Act of 1963 (EPA), which protects men and women who perform substantially equal work in the same establishment from sex-based wage discrimination;
3. The Age Discrimination in Employment Act of 1967 (ADEA), which protects individuals who are 40 years of age or older;
4. Title I and Title V of the Americans with Disabilities Act of 1990, as amended (ADA), which prohibit employment discrimination against qualified individuals with disabilities in the private sector, and in state and local governments;
5. Sections 501 and 505 of the Rehabilitation Act of 1973, which prohibit discrimination against qualified individuals with disabilities who work in the federal government;
6. Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA), which prohibits employment discrimination based on genetic information about an applicant, employee, or former employee; and
7. The Civil Rights Act of 1991, which, among other things, provides monetary damages in cases of intentional employment discrimination.

NAME OF POTENTIAL VENDOR/GRANTEE:	
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Signature of Authorized Representative	
Printed/Typed Name & Title of Authorized Representative	
Date	

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature _____

Title _____

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](#)).¹ 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 \(June 2021\)](#).² 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.

¹The 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.

² 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 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 (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 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\(a\)\(I\)-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. 7401-7671g.) 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. 7401-7671g](#)) 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 Respondent 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 Respondent 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).