

Invitation for Bid (IFS)

***Issued by:***

**9-1-1 Emergency Communications  
A DIVISION OF THE PERMIAN BASIN REGIONAL PLANNING COMMISSION**

***For:***

9-1-1 Equipment Refresh (Front Room Only)

IFB # 2023-01

***Bids to be Submitted to:***

9-1-1 Emergency Communications  
Permian Basin Regional Planning Commission  
PO Box 60660  
Midland, Texas 79711

(FEDEX, UPS & In person)  
2910 LaForce Blvd  
Midland, Texas 79706

**Issue Date:**

May 3, 2023

**Bid Due Date and Time:**

Monday, June 5, 2023, 10:00 AM  
(Late bids will not be accepted)

**Bid Opening Date and Time:**

Tuesday, June 6, 2023 10:00 AM

## **Purpose of IFB:**

To obtain a firm, fixed price for Public Safety Answering Point (PSAP) front room equipment and 3 year 24X7 warranty repair/replacement services. In addition, bidders need to have the capability to make available a 24X7 Field Operations-Business Field Technician (dedicated to PBRPC Emergency Communications 9-1-1).

## **Equipment, Warranty Specifications:**

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

### **Please bid the following:**

#### 1) PSAP Front Room Equipment:

Bidder 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.

The term "Front Room" refers to the components of the CPE that are located at the call taker's workstation. The front room equipment recommends a 3-year life cycle due to the amount of use. Examples include monitors, keyboards and headsets, computer CPU, desktop APU (handset), and printers.

#### 2) 3 Year 24X7 warranty repair/replacement services:

In addition to any manufacturer's warranty, bidder will provide 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 bid price, bidder 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 bidder 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.

## **General Proposal Specifications**

- The offeror bid will provide evidence of professional knowledge/experience with PSAP 9-1-1 operations equipment, systems, and requirements as well as experience working with Eaton Uninterrupted Power Sources.

- For Technician and warranty purposes, bidder is required to state in their bid that a guaranteed minimum 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.
- Bid will state the amount included in the rate(s) for travel coverage (if any).
- Bids will include justifications and/or explanations of deviations from stated criteria.
- Bids will include the full legal name of the entity submitting the bid, the name, address, and phone number of the person to be contacted concerning the bid and be valid for a minimum of 180 days.
- Bids will include a complete description of any additional competitive enhancement's offerors wish to be considered in the evaluation.
- Bidders will include proof of good standing with the Texas State Comptroller's office and the Federal System for Award Management.
- All bidders must complete 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 printed on awarded Contractor's letterhead and signed by the Contractor who attains the bid.
- The PBRPC 9-1-1 Emergency Communications is a Sales Tax-Exempt Organization. A Texas Sales & Use Tax Exemption Certificate will be provided with the order.
- Bids must state that the parties agree to indemnify and hold harmless the 9-1-1 Division, the Permian Basin Regional Planning Commission, its officers, agents, and employees for any damages concerning the undertaking and execution of any subsequent contract.
- The Field Operations-Business Field Technician will periodically be asked to provide professional advice/consultation relative to PSAP network equipment and software.
- In addition, bidders must have the capability to make available a 24X7 Field Operations-Business Field Technician dedicated to PBRPC 9-1-1 Emergency Communications. The Field Operations-Business Field Technician will be utilized by the PBRPC 9-1-1 Emergency Communications for complex hardware and software installation/integration/problem-solving and general support services. Additionally, the Field Operations-Business Field Technician will be required to work with/on applicable ancillary PSAP equipment/software not specified in this IFB to the extent deemed necessary by the 9-1-1 Director (or his designee). The Field Operations-Business Field Technician will provide services primarily at (or in support of) the 12 (twelve) sites listed below and may be called upon during nonstandard work hours and during manmade/natural disasters.
- Equipment/Service sites as follows (other sites may be included during period of performance as deemed necessary by the 9-1-1 Director or designee).

**PSAPS COVERED UNDER BID  
WITH NUMBER OF COVERED POSITIONS NEEDED (23 TOTAL)**

<u>SITE</u>	<u>ADDRESS</u>	<u>POSITIONS</u>
HOST A – PBRPC	2910 LaForce Blvd Midland, TX 79706	1
Andrews County Sheriff's Office	790 SE 401 Andrews, TX 79714	2
Crane Police Department	115 W. 6 <sup>th</sup> Street Crane, TX 79731	2
Lamesa Police Department	601 1 <sup>st</sup> Street Lamesa, TX 79331	2
Gaines County Sheriff's Office	305 E. Avenue A Seminole, TX 79360	2
Martin County Sheriff's Office	3522 Interstate 20 Stanton, TX 79782	2
Fort Stockton Police Department	1710 N. Front Street Fort Stockton, TX 79735	2
Pecos Police Department	172 Raul Florez Blvd. Pecos, TX 79772	2
Terrell County Sheriff's Office	105 E. Hackberry Street Sanderson, TX 79848	2
HOST B - Upton County Sheriff's Office	1106 N. Grand Street Rankin, TX 79778	2
Monahans Police Department	114 S. Bruce Street Monahans, TX 79756	2
Kermit Police Department	110 S. Tornillo Street Kermit, TX 79745	2

If you have any questions, please contact:

Cathe Henderson  
(432) 262-4925  
E-Mail: [chenderson@pbrpc.org](mailto:chenderson@pbrpc.org)

Each proposal must be received by mail or drop-off no later than 10:00 AM, Monday June 3, 2023, at the address below:

In-Person or by FEDEX or UPS  
Permian Basin Regional Planning Commission  
IFB #2023-01  
2910 LaForce Blvd  
Midland, Texas 79706

Or by mail (USPS Only)  
Permian Basin Regional Planning Commission  
IFB #2023-01  
PO Box 60660  
Midland, Texas 79711

Bids received after the indicated date and time (Monday, June 5, 2023, 10:00 AM) will not be accepted or considered for award. Bids will not be accepted via e-mail. Timely delivery of bids to PBRPC is the sole responsibility of the offeror.

Proposals will be opened at 10:00 AM, Monday, June 6, 2023, at the PBRPC office at 2910 LaForce Blvd Midland, TX 79706.

## GENERAL CONDITIONS

- A. The purpose of this IFB is to ensure uniform information in the solicitation of bids and procurement of services. This IFB is not to be construed as a purchase agreement or contract or as a commitment of any kind; nor does it commit the PBRPC 9-1-1 Emergency Communications 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 PBRPC 9-1-1 Emergency Communications.
- B. The PBRPC 9-1-1 Emergency Communications reserves the right to accept or reject any or all proposals received, and or cancel or reissue this IFB in part or its entirety.
- C. The PBRPC 9-1-1 Emergency Communications 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 PBRPC 9-1-1 Emergency Communications 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 PBRPC 9-1-1 Emergency Communications 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.

## BACKGROUND INFORMATION

The PBRPC was commissioned in 1971 as an organization dedicated to the establishment of programs and services that affect the wide range of physical, economic, and social concerns of the region. An essential element of the organization is the development and implementation of coordinated activities among local governments. The area served by the 9-1-1 Emergency Communications includes Andrews, Borden, Crane, Dawson, Gaines, Glasscock, Loving, Martin, Pecos, Reeves, Terrell, Upton, Ward and Winkler counties.

## METHOD OF PROPOSAL EVALUATION

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

<b><u>EVALUATION FACTORS</u></b>	<b><u>POSSIBLE POINTS</u></b>
(A) Best Price	28
(B) Best Value to PBRPC 9-1-1 Emergency Communications	27
(C) Professional Experience with 9-1-1 Equipment at Answering Sites	25
(D) Compliance with IFB Specifications and Completeness of Bid Submission	15
(E) Historically Under-Utilized Business-HUB (attach copy of certificate)	5
<b>TOTAL POSSIBLE POINTS</b>	<b>=====</b> <b>100</b>

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

Attachment 1  
Proposal Cover Sheet



PERMIAN BASIN 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

PBRPC 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 PBRPC 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 PBRPC 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)