

SB 8 CORONAVIRUS STATE FISCAL RECOVERY FUND

TEXAS 9-1-1 ENTITY

SUBRECIPIENT GRANT APPLICATION CHECKLIST

The following checklist will be used by Commission on State Emergency Communications (CSEC) to determine if an application is administratively complete. NOTE: For an application deemed administratively incomplete, CSEC will notify the Applicant and the Applicant will have five business days—not including a state or federal holiday—to revise and re-submit a revised electronic application.

1. **Application Package**. A complete application consists of:
 - a. Appendix A 9-1-1 Entity Certification.
 - b. Application for Federal Assistance (SF-424).
 - c. Project Plan (attached to SF-424 Field 15), including identified Subprojects.
 - d. Budget Plan (attached to SF-424 Field 15).
 - e. Subrecipient Procurement Compliance Worksheet. (A worksheet must be included for each existing contract and procurement Applicant intends to fund, on a reimbursement basis, in whole or in part with awarded SB 8 Coronavirus State Fiscal Recovery Fund (CSFRF) funds. For forthcoming procurements, the Worksheet will be supplemented with the requisite supporting documentation. NOTE: A 9-1-1 Entity's Subproject(s) could include funding from multiple Eligible Cost Categories and include internal direct costs and indirect costs. *E.g.*, Network and NGCS could be part of the same Subproject and involve both an existing contract (or forthcoming procurement) as well as internal direct costs and indirect costs.
 - f. Assurances for Non-Construction Programs (SF-424B).
 - g. Assurances for Construction Programs (SF-424D). Complete irrespective of whether 9-1-1 Entity's NG9-1-1 Project, including Subprojects, does/does not contemplate or include construction.
 - h. Certification Regarding Lobbying (CD-511).
 - i. Disclosure of Lobbying Activities (SF-LLL). Complete if required by CD-511.
 - j. Indirect Cost Rate Agreement (as applicable). Provide a copy of approved negotiated indirect cost rate agreement, or election to charge indirect costs to the award pursuant to a de minimis rate of 10 percent of modified total direct costs (MTDC), in which case a negotiated indirect cost rate agreement is not required. To make the election and request indirect costs under a de minimis rate, the Applicant(s) must not receive more than \$35 million a year in direct Federal funding. As described in 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Once chosen, this methodology must be used

consistently for all Federal awards until a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time. **Applicants proposing a 10 percent de minimis rate pursuant to 2 CFR 200.414(f) must note this election as part of the Project Plan.** If indirect costs are included in the proposed budget, provide a copy of the approved negotiated indirect cost rate agreement if this rate was negotiated with its cognizant agency for indirect costs. If the applicant includes indirect costs in the budget and has not negotiated an indirect cost rate with its cognizant agency for indirect costs, the applicant may obtain such a rate through negotiation with its cognizant agency consistent with the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

2. **Signatures.** Digital, electronic, or hand-made signatures of Applicant and/or its authorized agent representative are required for:
 - a. Appendix A Certification SB 8.
 - b. Application for Federal Assistance (SF-424).
 - c. Assurances for Non-Construction Programs (SF-424B).
 - d. Assurances for Construction Programs (SF-424D).
 - e. Certification Regarding Lobbying (CD-511).
 - f. Disclosure of Lobbying Activities (SF-LLL). If required to be completed by CD-511.
 - g. Uniform Guidance Compliance Worksheet (specifically Cost or Price Analysis).

3. **Uniformed Guidance Compliance Worksheet).** Complete for each Subproject for which SB 8 CSFRF grant funds will be used to fund in whole or in part, on a reimbursement basis, an existing contract or future procurement. For future procurements, the Worksheet will be supplemented with the requisite supporting documentation as such becomes available. NOTE: A 9-1-1 Entity Subproject(s) could include funding from multiple Eligible Cost Categories as well as include internal direct costs and indirect costs. E.g., Network, Next Generation Core Services, and Operations could be part of a Subproject; and involve both an existing contract (or future procurement) as well as internal direct costs and indirect costs. If so, the Compliance Worksheet would be with respect to that portion of the Subproject that is subject to an existing contract or future procurement.

APPENDIX A: 9-1-1 ENTITY CERTIFICATION

SB8 CORONAVIRUS STATE FISCAL RECOVERY FUND

I, James Quin, represent that I am authorized to make, and hereby do make, the following certifications on behalf of (City of Hutchins) Hutchins Police Department (9-1-1 Entity):

- The 9-1-1 Entity's grant application is complete in accordance with the instructions and requirements and forms provided by the Commission on State Emergency Communications (CSEC).
- 911 Entity's application and proposed projects and/or activities complies with the SB8 Coronavirus State Fiscal Recovery Fund (CSFRF) implementing regulations, including but not limited to federal Uniform Guidance (2 C.F.R. Part 200), provisions regarding the diversion of 911 funds, and eligible costs are within the nine authorized cost categories and indirect costs (as applicable).
- 911 Entity's application includes its Applicant 911 Plan, which complies with the U.S. Department of Treasury's regulations implementing the CSFRF.
- 911 Entity is aware that funding of any SB8 CSFRF funds it receives as a subrecipient will be on a reimbursement basis.

II. 9-1-1 Entity's Application and this Appendix A certification is being submitted by its authorized representative whose company name is (City of Hutchins) Hutchins Police Department; and authorized individual's name is James Quin. (Not applicable if left blank.)

(NOTE: If submitted by an authorized agent, a separate certification must be provided for each 9-1-1 Entity represented by the authorized agent.)

III. **I further certify that 911 Entity has not diverted and will not divert any portion of designated 9-1-1 fees or charges for non-acceptable obligations per Federal Communications Commission rules, specifically including rule 9.23 (47 C.F.R. § 9.23) designating acceptable purposes for the obligation or expenditure of 9-1-1 fees or charges, during the Period of Performance (November 8, 2021, through December 31, 2024).**

IV. **I further certify that if 911 Entity diverts any portion of designated 9-1-1 fees or charges for non-acceptable obligations that 9-1-1 Entity will immediately notify CSEC in writing of such diversion.**

V. I further certify to the required federal Certification Regarding Debarment and Suspension for a Lower Tier Participant for a Covered Transaction as set forth in CSEC's Subrecipient SB8 CSFRF Application.

VI. I further certify and agree that:

- (1) 9-1-1 Entity awarded SB8 CSFRF funds will be funded on a reimbursement basis. 9-1-1 Entity must pay for eligible goods and services, including internal direct and indirect costs, before seeking reimbursement.
- (2) To be reimbursed, 9-1-1 Entity will provide with its reimbursement request sufficient documentation evidencing (i) payment from non-federal sources for the goods and services for which reimbursement is requested; (ii) costs are eligible for reimbursement; and (iii) costs align with 9-1-1 Entity's approved Project Plan and Project Budget.
- (3) 9-1-1 Entity will conduct all applicable procurements, including when procured through a cooperative purchase program, in accordance with Federal Uniform Guidance – Procurement Standards (2 C.F.R. §§ 200.318 – 200.327) and in accordance with 9-1-1 Entity's approved Uniform Guidance – Procurement Standards Compliance Worksheet(s).
- (4) For 9-1-1 Entity's existing agreements/Purchase Orders, including those obtained through a cooperative purchase program, 9-1-1 Entity has met Uniform Guidance – Procurement Standards compliance in accordance with 9-1-1 Entity's approved Uniform Guidance – Procurement Standards Compliance Worksheet(s).
- (5) Use SB8 CSFRF grant funds consistent with Federal Uniform Guidance Cost Principles (2 C.F.R. Part 200, Subpart E).
- (6) Comply as applicable with the U.S. Department of Treasury's Coronavirus State and Local Fiscal Recovery Funds regulations (31 C.F.R. Subtitle A, Part 35, Subpart A).
- (7) Submit an Annual Performance Report to CSEC within 60 days after the end of each federal fiscal year during which subrecipient SB8 CSFRF funds are available to 9-1-1 Entity following the procedures of 2 C.F.R. § 200.328, except when a final report is required of 9-1-1 Entity as part of close out (47 C.F.R. § 400.10(b)(2)).
- (8) Submit quarterly financial reports to CSEC within 20 days after the end of each federal fiscal quarter during which subrecipient CSFRF funds are available to 9-1-1 Entity following the procedures of 2 CFR 200.327, except when a final voucher is required as part of closeout (47 C.F.R. § 400.10(b)(1)).
- (9) Submit a final submission to CSEC within 60 days after the completion of projects and activities, but in no event later than 60 days following the end of the period of performance, consisting of:
 - a. A final voucher for the costs incurred. The final voucher constitutes the final financial reconciliation for the SB 8 CSFRF award; and
 - b. A final report following the procedures of 2 C.F.R. § 200.344(a).

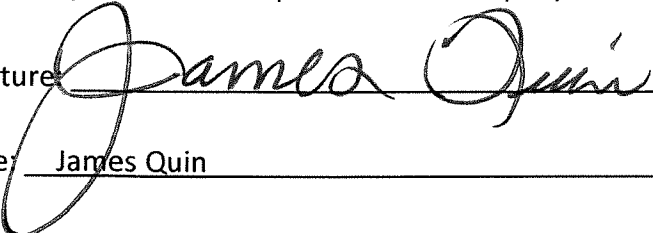
VII. I further certify that 911 Entity will comply with all applicable laws and regulations, and financial and programmatic requirements for SB8 CSFRF funds. Specifically, that 911 Entity understands and acknowledges federal procurement requirements related to the SB8 CSFRF.

(City of Hutchins) Hutchins Police Department

9-1-1 Entity Name

James Quin

9-1-1 Entity Authorized Representative Company Name (left blank if not applicable)

Signature:  _____

Name: James Quin

Title: City Administrator

Date: _____

Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
 Application
 Changed/Corrected Application

* 2. Type of Application:

- New
 Continuation
 Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Hutchins

* b. Employer/Taxpayer Identification Number (EIN/TIN):

75-6005082

* c. UEI:

CBN7RXMGJGM7

d. Address:

* Street1:

P.O.BOX 500

Street2:

* City:

Hutchins

County/Parish:

* State:

Texas

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

75141

e. Organizational Unit:

Department Name:

City of Hutchins

Division Name:

Hutchins Police Department

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Becky

Middle Name:

Lynn

* Last Name:

Blanton

Suffix:

Title:

Communications Supervisor

Organizational Affiliation:

Hutchins Police Department

* Telephone Number:

972-225-2225

Fax Number:

972-993-2790

* Email:

bblanton@cityofhutchins.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

9-1-1 PSAP

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="\$699,123.23"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

9-1-1 ENTITY PROJECT PLAN
SB8 CORONAVIRUS STATE FISCAL RECOVERY FUND

9-1-1 Entity name(s): City of Hutchins

9-1-1 Entity Authorized Agent Representative name (if applicable): James Quin

(If a 9-1-1 Entity authorized agent represents more than one 9-1-1 Entity, representative may submit a single combined Grant Application for all 9-1-1 Entities it represents as identified in the first row.

Notwithstanding the preceding, a combined Grant Application must clearly identify and account for herein, and in the Budget Plan, each 9-1-1 Entity's subaward amount.)

INSTRUCTIONS: Provide an overarching description of NG9-1-1 Project. Divide NG9-1-1 Project into Subprojects (aligning with applicable Eligible Cost Category(ies) applicable to each Subproject and, as applicable existing contracts and future procurements to be funded in whole or in part with SB 8 Coronavirus State Fiscal Recovery Fund allotted grant funds).

For each Subproject comprising 9-1-1 Entity's NG9-1-1 Project, identify each Eligible Cost Category(ies) and, to the extent applicable, 9-1-1 Entity's internal direct costs and indirect costs. Total costs for all Subprojects, including internal direct costs and indirect costs, cannot exceed the total allotment awarded to 9-1-1 Entity by the Commission during open meeting.

Explanatory Notes For Internal Direct Costs and Indirect Costs:

9-1-1 Entity Subrecipients are permitted to charge both internal direct and indirect costs to their grant award.

9-1-1 ENTITY INTERNAL COSTS (AS APPLICABLE): Direct Costs (see 2 C.F.R. § 200.413): Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. [*i.e.*, costs associated with a Subproject for which 9-1-1 Entity's own personnel will provide all or a portion of the work or services under an Eligible Cost Category included in the Subproject.]. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect (F&A) costs. See also § 200.405.

Indirect Costs (see 2 C.F.R. § 200.414): Indirect costs are those costs associated with general administrative duties, including salaries of administrative and clerical staff, that are normally treated as indirect costs—*i.e.*, treated as costs of "Facilities" and "Administration" (F&A). Indirect costs are capped at either the 9-1-1 Entity's negotiated indirect cost rate agreement (provide a copy with application) or, if elected herein, 10% of Subproject budgets.

Example: Subproject: GIS Data Development

Total Subproject Costs: \$12,000

Potential Eligible Cost Category(ies) – Geographic information System (GIS), Operations, Other

1. GIS - Funds are being requested to integrate sophisticated mapping in order to provide first responders with more precise location information. The services will be provided by onsite personnel whose sole purpose is to conduct GIS Data Development of the project and contractor.
 - a. Total Subproject Cost: \$10,000
 - b. GIS Vendor Costs: \$5,000
 - c. *Total Included Internal Direct Costs (if any): Bill Johnson – makes \$60,000 per year and will work directly on this Subproject for a total of one month (\$5,000).
 - d. *Total Included Indirect Costs (if any): (NONE)
2. Operations – Administrative and Clerical Staff
 - a. Total Subproject Cost: \$1,000
 - b. *Total included Internal Direct Costs (if any): Names, Salaries, and Percentage of Time
 - c. *Total Included Indirect Costs (if any): Or 10% of total subproject or approved negotiated indirect cost rate agreement.
3. Other -
 - a. Total Subproject Cost: \$1,000
 - b. *Total included Internal Direct Costs (if any): Travel to PSAPs
 - c. *Total Included Indirect Costs (if any):

Summary Internal Direct and Indirect Costs: Total for all Subprojects, including amounts paid to vendors and internal direct and indirect costs, may not exceed the total amount allotted by the Commission to 9-1-1 Entity. Depending on how 9-1-1 Entity completed Attachment C (TFOPA Eligible Cost Categories), entity may have included internal direct and indirect costs under a single category (*e.g.*, Operations or Other); or may have included within each substantive Eligible Cost Category (*i.e.*, Network, Call Routing/Location, GIS, NGCS, PSAP Call Handling, and Security). Key for the Project Plan is to identify for each Subrecipient applicable internal direct costs and/or indirect costs. For internal direct must identify the position (if not the person), salary, percentage of expected work, period of time covered by the expected work. For indirect costs, either apply 9-1-1 Entity's negotiated indirect cost rate agreement or elect herein the 10% de minimis amount as applicable.

(9-1-1 ENTITY'S PROJECT PLAN BEGINS ON FOLLOWING PAGE.)

9-1-1 ENTITY PROJECT PLAN

SECTION 1 Overarching Description of Project Plan

Funds are being requested to implement and maintain NG 9-1-1 equipment. Funds will be utilized to facilitate ESInet installation, call routing upgrades, back up PSAP call routing, transitional data management, geographic information integrated mapping, and call handling solutions to improve the safety of the citizens in the City of Hutchins.

SECTION 2 Overarching Project Plan—Detailed Subprojects

(Each listed Subproject must be included in Budget Plan. Total costs of all Subprojects, including internal direct costs and indirect costs, must not exceed total amount allotted to 9-1-1 Entity by the Commission.)

1. Network (NG91-1 ESInet) - Funds are being requested for Network Implementation and Recurring Costs
 - a. Total Subproject Cost \$135,030.00
 - b. Implementation Cost \$ 564.48
 - c. Total Recurring Cost \$ = \$ 2,250.00 x 60 months

2. 9-1-1 Call Routing and Location Funds are being requested for 9-1-1 Call Routing Recurring costs, Backup PSAP Call Routing Recurring costs, TDMS (Transitional Data Management), and Recorder of Last Resort (RLR) Recurring and Nonrecurring costs.
 - a. Call Routing – Funds are being requested to facilitate routing of 9-1-1 calls through the core router.
 - i. Total Subproject Cost \$ 36,960.00
 - ii. Total Recurring Cost :\$ 616.00 x 60 months
 - b. Backup PSAP- Call Routing Recurring: Funds are being requested to route calls to secondary facility.
 - i. Total Subproject Cost \$ 33,600.00
 - ii. Total Recurring Cost \$ = \$ 560.00 x 60 months
 - c. TDMS (Transitional Data Management)- Funds are being requested for Full Service Next Generation 9-1-1 GIS Data Professional Services - Customized NG9-1-1
 - i. Total Subproject Cost \$30,804.48
 - ii. Total Nonrecurring Cost: \$ 564.48
 - iii. Total Recurring Cost: \$30,240.00
 - d. Recorder of Last Resort- Funds are being requested for recording redundancy.
 - i. Total Subproject Cost \$4,145.52
 - ii. Total Nonrecurring Cost: \$4,145.52

3. Geographic Information System (GIS)- Funds are being requested to integrate sophisticated mapping to provide first responders with more precise location information. The services will be provided by Geocom.
 - a. GIS

- i. Total Subproject Cost: \$ 44,852.23
 - ii. GIS Vendor Costs:\$ 44,852.23
- 4. PSAP 9-1-1 Call Handling Systems and Applications- Funds are being requested to Funds are being requested for NG9-1-1 call handling, AWARE mapping, text to 9-1-1, translation via smart transcription, and live video access to responders via citizen input.
 - i. Total Subproject Cost: \$413,731.00
 - ii. Total Nonrecurring Cost: \$ 413,731.00

SECTION 3 Project Plan/Subproject Explanatory Notes and Miscellaneous (including timeline by Subproject)

- 1. Network (NG91-1 ESInet)-12 months to completion (possibly shorter)
- 2. 9-1-1 Call Routing and Location-12 months to completion (possibly shorter)
- 3. Geographic Information System-12 months to completion (possibly shorter)
- 4. PSAP 9-1-1 Call Handling Systems and Applications- 12 months to completion (possibly shorter)

FEDERAL UNIFORM GUIDANCE PROCUREMENT STANDARDS

COMPLIANCE WORKSHEET

SECTION 1 INTRODUCTION

This worksheet is provided by the Commission on State Emergency Communications (CSEC) to allow a Texas 9-1-1 Entity Subrecipient (9-1-1 Entity or Subrecipient) to show compliance with federal Uniform Guidance (UG, 2 C.F.R. Subtitle A, Chapter II, Part 200) Procurement Standards (2 C.F.R. §§ 200.318 - 200.327). **9-1-1 Entity must complete a worksheet (e.g., “Subrecipient Reply” and Attachments herein) for each existing contract and current/future procurement 9-1-1 Entity intends to fund in whole or in part with federal Coronavirus State Fiscal Recovery Funds (CSFRF); including when 9-1-1 Entity is using or intends to use another entity’s cooperative purchase program or contract(s)—e.g., Department of Information Resources (DIR) TEX-AN, Brazos Valley Council of Governments’ Purchasing Solutions Alliance, or HGACBuy (collectively, the Cooperative Purchase Programs).**¹

Federal CSFRF funds were appropriated to CSEC by the 87th Texas Legislature in Senate Bill 8 (3rd) to fund Texas 9-1-1 Entities’ transition to providing Next Generation 9-1-1 Service (NG9-1-1) by the target date of September 1, 2025, as provided in House Bill 2911.

Per 2 C.F.R. § 200.317 all non-state, non-federal entities “including subrecipients of a State, must follow the procurement standards in §§ 200.318 through 200.327.” Texas 9-1-1 Entity Subrecipient must **Except as indicated below, general references to a 9-1-1 Entity’s procurement policies is insufficient to show compliance and is considered non-responsive.**

IMPORTANT NOTE: A 9-1-1 Entity with an existing contract from the Cooperative Purchase Programs must complete Section 2 and Subsections 3.1, 3.7 (if amount exceeds Simplified Acquisition Threshold of \$250,000), and 3.10—including Attachments 1 and 2. (CSEC has independently reviewed and verified compliance with UG-Procurement Standards for the Cooperative Purchase Programs.) A 9-1-1 Entity currently procuring or intending to procure through the Cooperative Purchase Programs, must complete Sections 2 and 3, including a competitive solicitation, and Attachments 1 and 2.

This worksheet is not exhaustive of federal Uniform Guidance and addresses compliance only with respect to UG Procurement Standards.

SECTION 2 PROCUREMENT

Provide the information below for each Subproject - Procurement identified in 9-1-1 Entity’s Project Plan and Budget Plan. Total amounts for all Subproject – Procurements in each Eligible Expense Category (plus any 9-1-1 Entity internal direct costs and indirect costs) **must not** exceed the total for each Eligible Expense Category or total subaward amount in 9-1-1 Entity’s Budget Plan.

¹ Per 200.318(e): “To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the Subrecipient is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.” (Emphasis added.)

1. **Subproject - Procurement Name** (For an existing contract include the name used by 9-1-1 Entity to identify the procurement.):

City of Hutchins 911 upgrade to NG911 Next Generation ESInet and Core Services

2. **Subproject - Procurement Eligible Expense Category(ies)** (List all Expense Categories by dollar amount. Total amounts for all Subproject – Procurements in each Eligible Expense Category (plus any 9-1-1 Entity internal direct costs and indirect costs) must not exceed the total for each Eligible Expense Category or total subaward amount in 9-1-1 Entity’s Budget Plan.):

As of the submission of this application, these are estimates. City of Hutchins 911 will notify CSEC of any changes.

3. **Subproject - Procurement Method** (Using the procurement methods in 2 C.F.R. § 200.320, specify the procurement method. Additionally, identify if the 9-1-1 Entity is procuring (procured in the case of an existing contract) through a Cooperative Purchase Program or self-conducted procurement. NOTE: When utilizing a Cooperative Purchase Program, 9-1-1 Entity must conduct a competitive solicitation unless subject to an existing contract. For a cooperative purchase agreement, include name/number/party information/and procuring entity. For future procurements, the preceding is to identify the intended method of procurement.):

City of Hutchins 911 will follow the solicitation of proposals procurement method (2 C.F.R. § 200.320,(b)(2))) and will solicit proposals through a Cooperative Purchase Program for the NG911 upgrade and NG911 core services. The Cooperative Purchase Program that will be utilized is the Texas Department of Information Resources (“DIR”) or HGACBuy. For NG911, To City of Hutchins 911’s knowledge, there are four entities that offer NG911 Next General ESInet services, two of which are on DIR. City of Hutchins 911 will solicit proposals from at least three entities.

4. **Subproject - Procurement Details** (Describe the procurement):

Prior to soliciting proposals, City of Hutchins 911 will review all publicly available pricing, such as the following:

<https://dir.texas.gov/contracts/dir-tex-ng-ctsa-005>

City of Hutchins 911 has obtained informal price quotes from the various vendors.

After completing its cost analysis, City of Hutchins 911 will solicit proposals from the vendors as per the time frame outlined in section 6 below.

5. **Procurement Award Date** (Estimate if worksheet pertains to an ongoing or future procurement):

City of Hutchins 911 anticipates a procurement award date by add June 2024, with performance to begin in June , 2024 ESInet Service.

6. **Subproject – Procurement Project Timeline** (Provide start and completion dates for Subproject; completion date may not be later than December 31, 2026):

City of Hutchins 911 will upgrade its network to NG911 as required by Federal mandate. This subproject will consist of an upgrade of equipment and core services for the two-year grant term. The current estimated timeline for this subproject is as follows:

4/30/2023 Obtain ESInet pricing from DIR-TELE-CTSA-002. Obtain pricing from three vendors for NG9-1-1 call handling equipment to verify the most cost-efficient method and confirm vendor is not on a state or federal debarment list.

6/30/2024 Order Equipment and ESInet services

9/30/2024 Equipment arrival and installation

11/30/2024 Equipment inspection

12/2/2024 Pay vendor and submit for reimbursement for equipment

2/28/2025 Turn up ESInet Service

3/28/2025 Submit for reimbursement for ESInet Services

The NGCS funds will be spent in 2024 and 2025 for services associated with the Hutchins ESInet.

SECTION 3 UNIFORM GUIDANCE PROCUREMENT STANDARDS – COMPLIANCE

Each of the regulations enumerated below include hyperlinks to the referenced regulation.

3.1 § 200.318 General procurement standards.

Per 2 C.F.R. § 200.317 all non-state, Subrecipients, “including subrecipients of a State, must follow the procurement standards in §§ 200.318 through 200.327. Documented Procurement Procedures. Subrecipient’s documented procurement procedures must conform to the procurement standards in §§ 200.318 through 200.327. Section 200.318(a) further provides that a Subrecipient “must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The Subrecipient's documented procurement procedures must conform to the procurement standards identified in §§ 200.318 through 200.327.”

SUBRECIPIENT REPLY (General Reference Permitted):

City of Hutchins 911 has documented procurement procedures that conform to the procurement standards identified in §§ 200.318 through 200.327.

200.318(b) Oversight. Subrecipient must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, specifications, of their contracts or purchase orders.

SUBRECIPIENT REPLY:

City of Hutchins 911 regularly monitors procured services to ensure that the contractor performs in accordance with the terms, conditions, and specifications of their contracts and/or purchase orders.

200.318(c) Conflicts of Interest. Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an

unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

SUBRECIPIENT REPLY (General Reference Permitted):

City of Hutchins 911 does not anticipate any conflicts of interest in the selection, award, and administration of the contract that City of Hutchins 911 will be procuring with the grant funding. Regardless, City of Hutchins 911 will fully comply Section 200.318(c), and will confirm there are no conflicts of interest in the selection, award, and administration of the contract. Furthermore, City of Hutchins 911 written policies and procedures include standards of conduct covering conflicts of interest and the actions of employees engaged in the selection, award, and administration of contracts that comply with 200.318(c). Additionally, and to the extent applicable to a Health and Safety Code Chapter 772 Emergency Communication District, regarding its vendors and in accordance with state law, City of Hutchins 911 requires conflicts of interest disclosures.² Also, per state law as applicable City of Hutchins 911 vendors are required to disclose all “interested parties” to City of Hutchins 911 and the Texas Ethics Commission.³

200.318(d) Unnecessary or Duplicative Items. The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

SUBRECIPIENT REPLY:

City of Hutchins 911’s procedures require the entity to avoid acquiring unnecessary or duplicative items. City of Hutchins has considered, and deemed not in its best interests, to break out procurements to obtain a more economical purchase. City of Hutchins 911 will avoid the purchase of unnecessary and duplicative items. City of Hutchins 911 will ensure that the upgrade to NG911 Next Generation ESInet only includes the essential components, so that the grant funds can be utilized efficiently.

200.318(i) Records. The Subrecipient must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

SUBRECIPIENT REPLY:

City of Hutchins 911 will maintain all required documentation for the period described in the CSEC Subrecipient Subaward Grant Contract. All files will be made available upon request.

200.318(j) Time and Materials Contracts.

(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

- (i) The actual cost of materials; and
- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of

oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

SUBRECIPIENT REPLY:

City of Hutchins 911 will not be using a Time and Materials Contract for this Subproject.

200.318(k) Settlement. The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

SUBRECIPIENT REPLY:

City of Hutchins 911 alone, is responsible, in accordance with good administrative practice and sound business judgement, for the settlement of all contractual and administrative issues arising out of this procurement. In addition, the awarded vendor will be required to sign the CSEC Contractor Certification which addresses certain contractual remedy matters in addition to those addressed in City of Hutchins 911 contract or other form of agreement documents with vendor(s).

3.2 § 200.319 Competition.

SUBRECIPIENT REPLY:

City of Hutchins 911 procurement will be conducted to provide full and open competition consistent with 200.320. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals will be excluded from competing for such procurement. City of Hutchins 911 will conduct its procurement in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. City of Hutchins 911 will conduct a competitive solicitation.

3.3 § 200.320 Methods of procurement to be followed.

SUBRECIPIENT REPLY:

City of Hutchins 911 will use the solicitation of proposals method through a Cooperative Purchase Program for all of its proposed projects that will be used for grant funding. The Cooperative Purchase Program that will be utilized for the GIS upgrade is the Texas Department of Information Resources ("DIR") or HGACBuy. City of Hutchins 911 will award a contract to the responsible offeror whose proposal was deemed to provide the Best Value, with price and other factors considered.

3.4 § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

NOTE: Texas Government Code § 2161.061 authorizes the Comptroller of Public Accounts Statewide HUB Program to certify qualified small businesses and enter into Memorandums of Agreements (MOAs) with other small business certifying entities, including local governments, to maximize the number of HUBs certified. To review the Certification Process and requirements click [here](#).

SUBRECIPIENT REPLY:

City of Hutchins 911 will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Such steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

In addition, the ultimately selected vendor will be required to sign the CSEC Contractor Certification, which provides 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)."

3.5 200.322 Domestic preferences for procurements.

SUBRECIPIENT REPLY:

To the extent applicable, as appropriate, and to the extent consistent with law, City of Hutchins 911 intends to provide a preference to purchase equipment produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The prime contractor will also be required to sign the CSEC Contractor Certification, which provides as follows: "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."

3.6 § 200.323 Procurement of recovered materials.

A Subrecipient that is a state agency or agency of a political subdivision of 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.

SUBRECIPIENT REPLY: (Required contract provision included in the Contractor Certification (Attachment 2).)

City of Hutchins 911 does not anticipate that any of the item designations in 40 CFR part 247 are applicable to this Subproject. Notwithstanding the foregoing, CSEC's Contractor Certification of Federal Uniform Guidance Contract Provisions for Non-Federal Entities requires, to the extent applicable, the awarded vendor to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

3.7 § 200.324 Contract cost and price.

(a) Subrecipient must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the Subrecipient must make independent estimates before receiving bids or proposals.

(b) The Subrecipient must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the Subrecipient under subpart E of this part. The Subrecipient may reference its own cost principles that comply with the Federal cost principles.

(To meet compliance, Texas 9-1-1 Entity must complete and submit the Commission's Cost or Price Analysis form – Attachment 1: For potential customers of DIR's Cooperative Contracts program, DIR has made TEX-AN NG9-1-1 awards to two vendors—AT&T Corp and NGA 911 LLC. Cost or Price analysis for TEX-AN customers may be completed by analyzing/comparing those two offerings.)

SUBRECIPIENT REPLY:

Prior to soliciting proposals for any vendors, City of Hutchins 911 will review all publicly available contracts that included pricing available from the available qualified vendors, including all those listed in subsection 4 above, and all price listings on DIR and/or HGACBuy. City of Hutchins 911 is still in the process of conducting a price analysis and will supplement its response with the completed Attachment 1 once the cost price analysis has been completed.

3.8 § 200.325 Federal awarding agency or pass-through entity review.

Regulation requires a Subrecipient to make available before or after a solicitation technical specifications or pre-solicitation procurement documents—the latter in the event the Subrecipient's procedures or operation failed to comply with the procurement standards in this part.

NOTE: A procurement that exceeds the simplified acquisition threshold (SAT) (currently \$250,000) and is awarded without competition or only generates one offer, is one of the enumerated instances when pre-procurement document review could be requested. And the Subrecipient can ask for a review of its procurement system to exempt it from the pre-procurement review, or self-certify citing specific policies, procedures, regulations, standards showing compliance.

SUBRECIPIENT REPLY (Confirm agreement to provide specifications and/or procurement documents.

Subrecipient may self-certify its procurement system. Such self-certification does not limit CSEC's or the Federal awarding agency's right to survey the system. Under a self-certification procedure, CSEC or the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards.):

City of Hutchins 911 confirms that it will maintain records of its solicitation procurement documents utilized for purposes of this grant, and provide a copy of any and all documents utilized in the solicitation process, including any cost price analysis done prior to soliciting proposals, and other related documents as CSEC may deem appropriate for review.

3.9 § 200.326 Bonding requirements.

SUBRECIPIENT REPLY:

City of Hutchins projects and their procurement will not involve construction or facility improvement contracts or subcontracts, making the bonding requirements of 200.326 inapplicable.

3.10 § 200.327 Contract provisions.

Regulation references 2 C.F.R. Appendix II to Part 200.

Subrecipient must have its Contractor/Vendor for the procurement described in Section 2 complete CSEC's Contractor Certification of Federal Contract Provisions (Attachment 2); a copy of which must be provided by Subrecipient to CSEC.

SUBRECIPIENT REPLY (Confirm attachment of completed Contractor Certification.):

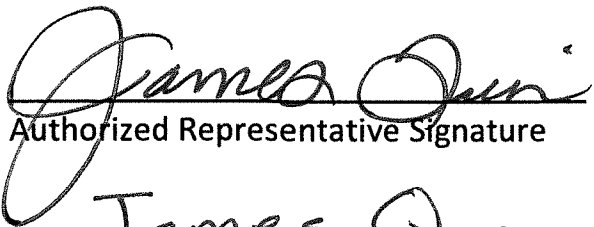
City of Hutchins 911 will have the selected vendor sign the CSEC Contractor Certification form (including Byrd Anti-Lobbying Certification) once formal procurement has been completed for this Subproject.

CERTIFICATION

I, the undersigned, do hereby certify that I am authorized to make this certification and I was either directly involved in completing the Compliance Worksheet or it was completed under my direction. I further certify that, to the best of my knowledge and belief, the information in the Compliance Worksheet and attached hereto is true and correct and accurately reflects and aligns with 9-1-1 Entity's Project Plan and Budget Plan. 9-1-1 Entity further certifies that it will amend this Compliance Worksheet (and Project and Budget Plans as applicable) and submit to CSEC for prior approval any substantive changes to the information provided.

Approved By:

Hutchins Police Department /City of Hutchins
9-1-1 Entity Name


Authorized Representative Signature

4.11.24

Date

James Quin
Printed Name of Authorized Representative

City Administrator
Title of Authorized Representative

City of Hutchins
Entity Name of Authorized Representative (if not the 9-1-1 Entity)

ATTACHMENT 1—COST OR PRICE ANALYSIS

(Begins on next page.)

COST OR PRICE ANALYSIS (2 C.F.R. § 200.324)

Procurement/Subproject Name: PSAP 9-1-1 Call Handling Systems and Applications

(Complete an analysis for each Subproject procurement action equal to or exceeding \$250,000.)

Purpose:

Federal regulations require documentation of cost analysis or price analysis for every procurement action equal to or above \$250,000 (see 2 C.F.R. § 200.324). The Cost or Price Analysis Form is used to document compliance with § 200.324 regarding reasonableness. This form is used to document the Recipient/Subrecipient's estimated range of fair and reasonable costs for the goods and/or services acquired, including for an existing contract. This form is kept as part of the procurement file and/or grant documentation to demonstrate that the procurement process was conducted in an open and fair manner and that the Recipient/Subrecipient received a reasonable price as a result of the analysis. **This form must be signed by authorized personnel as prescribed below.**

Instructions:

1. Complete a Cost or Price Analysis form for each federal grant procurement action equal to or above \$250,000. Please complete all sections.
2. Provide documentation to support the reasonableness test (referenced below in Part II) and/or a detailed discussion of the cost or price analysis. A Cost or Price Analysis form lacking sufficient detail cannot be accepted.
3. Sign and date the form.
4. Submit a copy of completed form, along with supporting documentation, to the **Commission on State Emergency Communications (CSEC)**.
5. Retain form and supporting documentation with the applicable procurement/contract file.

PART I: PROCUREMENT TYPE

Check (click each box that applies and attach supporting documentation):

- Purchasing Cooperative (please describe below)
- Self-conducted Request for Proposals, Competitively Sealed Proposal, or Invitation for Bid
- Other (please explain below)

___ Will use DIR-TELE-CTSA-OO2 for vendor procurement and obtain pricing from three vendors for NG9-1-1 call handling equipment to verify the most cost-efficient method and confirm vendor is not on a state or federal debarment list.

PART II: REASONABLENESS STANDARD

Estimated cost or price is considered fair and reasonable for the following reason(s) and, as applicable, is supported by attached documentation and/or a detailed discussion of the cost or price analysis (select at least one applicable situation):

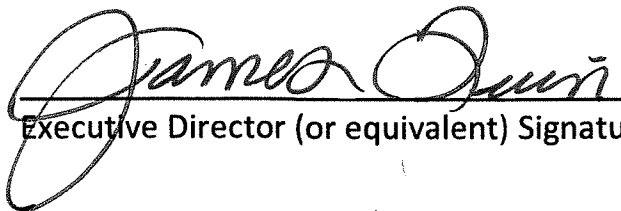
- Comparison of previous purchase order and contract prices with current proposed price, for the same or similar items. Both the validity of the comparison and the reasonableness of the previous price(s) have been established. *(Attach the referenced purchase orders/contracts, amounts, issuance dates, and how they are similar to the current purchase.)*
- Comparison with Vendor's published price lists, market prices, pricing indexes, and discount or rebate arrangements. *(Attach published price list or other published pricing information used. A vendor's quotation or correspondence does not qualify as a published price list)*
- Comparison of proposed price with independent cost estimate performed BEFORE receiving bids or proposals, or BEFORE receiving quotes or proposals from other governmental entities through an interlocal contract or a purchasing cooperative. *(Attach Independent Estimate Determination Form and underlying documentation.)*
- Comparison of proposed price with prices obtained through market research for the same or similar items. *(Attach documentation of research conducted.)*
- Analysis of Offeror's cost information. *(Attach cost information.)*
- Other *(Please specify method and source.)*

A comparison of cost estimate from three vendors will be obtained to ensure the cooperative agreement is the most cost effective. When these estimates are obtained they will be attached to this document, the certification signed, and retained for auditing purposes

CERTIFICATION

I certify that I participated in the development of and/or reviewed this Cost or Price Analysis AFTER (1) seeking bids or proposals as required by 2 C.F.R. § 200.324; or (2) seeking quotes or proposals or reviewing published prices (including in existing contracts) from a purchasing cooperative (2 C.F.R. § 200.318(e)). I further certify that, to the best of my knowledge and belief, the information provided above and attached hereto is true and correct and that the form reflects a necessary, fair, and reasonable range of costs or prices for the procurement, including with respect to utilizing an existing contract to be funded in whole or in part with federal funds.

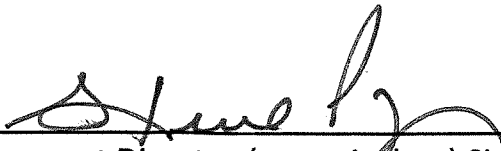
Approved By:



 Executive Director (or equivalent) Signature

4.11.2024

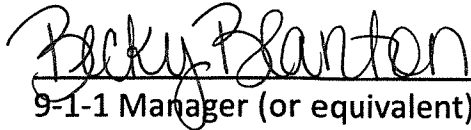
 Date



Procurement Director (or equivalent) Signature

4-11-24

Date



9-1-1 Manager (or equivalent) Signature

4-11-2024

Date

Independent Estimate Determination Form (Complete Before Receiving Bids, Proposals, or Quotes)

Procurement Name: PSAP 9-1-1 Call Handling Systems and Applications

Purpose:

Federal regulations require documentation of an independent for every procurement action equal to or above \$250,000 BEFORE (1) receiving bids or proposals (see 2 C.F.R. § 200.323); or (2) receiving quotes or proposals from other governmental entities through an interlocal contract or a purchasing cooperative (see 2 CFR § 200.318(e)).

The **Independent Estimate Determination** is a form used to document 9-1-1 Entity's estimated range of fair and reasonable costs for the goods and/or services to be acquired, including construction costs, and to document the analysis PRIOR to seeking bids, proposals, or quotes. **This form must be signed by the (1) person preparing the form; (2) Department Director (or equivalent) to attest to completion of this required form; and (3) Purchasing Manager/Supervisor (or equivalent) to approve the Independent Estimate Determination Form.**

Instructions:

1. Complete this form for every federal grant procurement action equal to or above \$250,000 prior to either (1) advertising for bids or proposals or (2) seeking proposals from interlocal agencies or purchasing cooperatives. Please complete all sections.
2. Provide a detailed discussion of your independent estimate and attach the required supporting information. *Expectation here is a memo documenting the thought process, steps taken and conclusion reached. (e.g., how the estimate was made, assumptions that were made, information/tools used, and source of information obtained)*
3. Sign and date the form.
4. Submit completed form, along with detailed discussion and required supporting documentation, Commission on State Emergency Communications (CSEC).

This Independent Estimate is for (check all that apply):

Goods/Equipment

Services

Construction Work

Goods/Equipment

Source Used to Develop Independent Estimate of Goods/Equipment (check all that apply and attach supporting documentation).

Vendor survey/market survey. This may include emails and phone calls to qualified vendors to collect price estimates. *Attach survey used.*

Obtain pricing from three vendors for NG9-1-1 call handling equipment to verify the most cost-efficient method and

Independent Estimate Determination Form (Complete Before Receiving Bids, Proposals, or Quotes)

confirm vendor is not on a state or federal debarment list.

Current or past contracts for the same or similar product. *Reference contract description and contract number, if available.*

Historical price and costs data. This may include historical price and costs from other entities also. Attach support for historical price and costs data used.

Other (*please specify source and attach supporting documentation*).

Services or Construction Work

Source Used to Develop Independent Estimate of Services or Construction Work (check all that apply and attach supporting documentation):

Current or past contracts for similar services or construction work. *Reference contract description and contract number, if available.*

Other departments or entities doing similar work. *Attach documentation/support for the similar work and amounts used to develop the independent estimate of services.*

Historical price and costs data. *Attach support for historical price and costs data used.*

Other (*please specify source and attach supporting documentation*):

CERTIFICATION

I certify that I developed this independent estimate prior to (1) seeking bids or proposals as required by 2CFR § 200.323 or before (2) seeking quotes or proposals from interlocal agencies or a purchasing cooperative (2CFR § 200.318(e)). I further certify that, to the best of my knowledge and belief, the information provided above and attached hereto is true and correct and that the independent estimate reflects a necessary, fair, and reasonable range of costs or prices for the future procurement.

Prepared By:

Independent Estimate Determination Form
(Complete Before Receiving Bids, Proposals, or Quotes)

Becky (Vrzak) Blanton Communications Hutchins Police Department
Name and Title (Please Print) Supervisor Department

Becky Blanton
Signature

4.11.2024
Date

Approved By:

James Quinn
Department Director (or equivalent) Signature

4-11-24
Date

Steve [Signature]
Purchasing Manager/Supervisor (or equivalent) Signature

4-11-24
Date

ATTACHMENT 2—CONTRACTOR CERTIFICATION

(Begins on next page.)

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).² The contract provisions are taken from Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Additional and/or supplemental contract provisions included in the Certification are derived from the Federal Emergency Management Agency's Contract Management Guide (June 2021).³

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.

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 II)

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

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

² 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.

³ 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.

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

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

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

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (appears at 30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" (appears at 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971), and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

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

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in 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

APPENDIX A -- Place on Company Letterhead

44 C.F.R. PART 18
CERTIFICATION REGARDING LOBBYING

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds received from Texas 9-1-1 Entity have been paid or will be paid, by or on behalf of the undersigned Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Company's contract or other form of agreement with Texas 9-1-1 Entity, the awarding by 9-1-1 Entity of any contract or other form of agreement funded in whole or in part with Federal appropriated funds, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds received from Texas 9-1-1 Entity have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Company's contract or other form of agreement with Texas 9-1-1 Entity; the awarding by 9-1-1 Entity of any contract or other form of agreement funded in whole or in part with Federal appropriated funds; or a Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (<https://www.grants.gov/web/grants/forms/sf-424-family.html>).
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Please check the appropriate box:

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

Or

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

Executed this _____ day of _____, 20_____

By: _____
(Type or Print Name of Company)

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

(Signature of Company's Authorized Official)

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

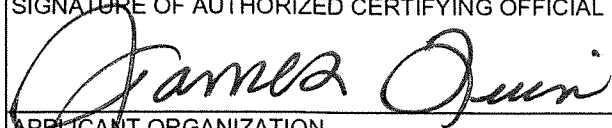
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Administrator
APPLICANT ORGANIZATION City of Hutchins	DATE SUBMITTED 4.11.2024

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Administrator
APPLICANT ORGANIZATION City of Hutchins	DATE SUBMITTED 4.11.2024



From the Office of the
City Administrator
James W. Quin
Phone: 972/225-6121

BYRD ANTI-LOBBYING CERTIFICATION

The City of Hutchins (undersigned) certifies, to the best of our 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 any 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

Please check the appropriate box:



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

Or



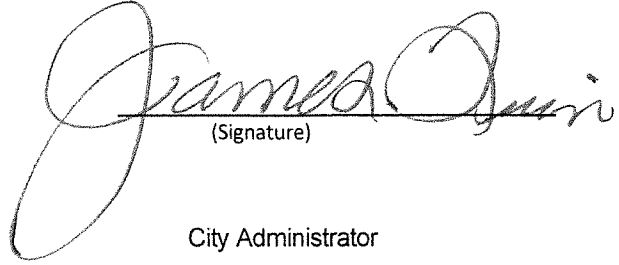
Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

May 2, 2024

(Date)

James Quin

(Typed or Printed Name)

A handwritten signature in black ink that reads "James Quin". The signature is written in a cursive style with a large, looping initial "J".

(Signature)

City Administrator

(Title)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

Review Public Burden Disclosure Statement

1. * Type of Federal Action: <input type="radio"/> a. contract <input checked="" type="radio"/> b. grant <input type="radio"/> c. cooperative agreement <input type="radio"/> d. loan <input type="radio"/> e. loan guarantee <input type="radio"/> f. loan insurance	2. * Status of Federal Action: <input type="radio"/> a. bid/offer/application <input checked="" type="radio"/> b. initial award <input type="radio"/> c. post-award	3. * Report Type: <input checked="" type="radio"/> a. initial filing <input type="radio"/> b. material change For Material Change Only: year <input type="text"/> quarter <input type="text"/> date of last report <input type="text"/>
4. Name and Address of Reporting Entity: <input checked="" type="radio"/> Prime <input type="radio"/> SubAwardee Tier if known: <input type="text"/> * Name <input type="text" value="City of Hutchins"/> * Street 1 <input type="text" value="P.O. BOX 500"/> Street 2 <input type="text"/> * City <input type="text" value="Hutchins"/> State <input type="text" value="Texas"/> Zip <input type="text" value="75141"/> Congressional District, if known: <input type="text"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: * Name <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/> Congressional District, if known: <input type="text"/>		
6. * Federal Department/Agency: <input type="text"/>	7. * Federal Program Name/Description: <input type="text" value="SB8 CSFRF"/> CFDA Number, if applicable: <input type="text" value="4549601"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text" value="699,123.23"/>	
10. a. Name and Address of Lobbying Registrant: Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: <input type="text"/> * Name: Prefix <input type="text"/> * First Name <input type="text" value="James"/> Middle Name <input type="text"/> * Last Name <input type="text" value="Quin"/> Suffix <input type="text"/> Title: <input type="text" value="City Administrator"/> Telephone No.: <input type="text"/> Date: <input type="text"/>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)