

**CITY OF HUTCHINS  
RESOLUTION NO. R 2025-02-1236**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF A CONTRACT, BY AND BETWEEN THE CITY OF HUTCHINS AND AT&T, FOR THE PURCHASE OF 911 CALL HANDLING PRODUCTS AND SERVICES (RFP 2024-06), AT THE QUOTED AT&T CONTRACT DIR-TELE-CTSA-002 PRICING NOT TO EXCEED THE TOTAL AMOUNT OF \$699,123.23 AND APPROPRIATING FUNDS FROM FISCAL YEAR 2025/2026 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Hutchins has been presented with a proposed agreement between the City and AT&T for the purchase of 911 call handling products and services to bring the City's 911 system into compliance with the NEXT GEN 911 system requirement (the "Agreement"); and

**WHEREAS**, the City will receive reimbursements for expenditures not to exceed \$699,123.23 as approved by Senate bill 8 Corona Virus State Fiscal Recovery Fund Grant # SB CSFRF sub-award 45649601; and

**WHEREAS**, the City Council of the City of Hutchins finds it in the best interest of the City of Hutchins to authorize the City Administrator to negotiate and execute the Agreement, attached hereto as Exhibit "A", on behalf of the City of Hutchins.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, THAT:**

**SECTION 1.** The City Administrator is authorized to negotiate and execute the Agreement, attached hereto and incorporated herein as Exhibit "A," and all related documents thereto on behalf of the City of Hutchins.

**SECTION 2.** This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 3rd day of February 2025.

CITY OF HUTCHINS, TEXAS

---

Mario Vasquez, Mayor

ATTEST:

---

Cynthia Olguin, City Secretary  
(01-22-2025: 4925-7643-7265, v. 1)

**EXHIBIT “A”  
AGREEMENT**

4925-7643-7265, v. 1



CITY OF HUTCHINS

# AT&T Response to City of Hutchins' RFP # 2024-06 - 911 Call Handling Products And Services

July 11, 2024



## Letter of Introduction

Submit a one (1) page letter that provides the name of the proposing firm, the number of years in business and the primary contact for this RFP.

July 11, 2024

Becky Blanton  
Communications Supervisor's office  
City of Hutchins  
550 W Palestine St., Hutchins, TX 75169

Dear Becky Blanton:

City of Hutchins has a successful history of serving its citizens. To continue this success, you need advanced communication services that can support your critical operations and enhance employee efficiency. Therefore, you want a qualified provider that can meet your requirements without sacrificing service and performance.

AT&T understands your objectives and the priorities that are driving change to your network. We've designed an integrated, cost-effective solution to meet City of Hutchins' key requirements.

Our proposed solution offers you

- Comprehensive account team support, customer service, and account management
- Expertise from an experienced account team backed by the resources of one of the world's largest communication companies
- Scalable architecture that anticipates geographic expansion
- Improved operational efficiencies with a cost-effective, reliable network solution

With our innovation, experience, and dedication, we're well-positioned to help City of Hutchins realize the greatest benefits from its communication network. We'll collaborate extensively with you to make sure the service we provide helps you achieve your business objectives. In addition, we'll back our services with the ongoing support of an experienced account team.

We're eager to develop our relationship with you, and we look forward to working together on this important project. I'll follow up with you soon to discuss our proposed solution.

Sincerely,  
*Jeff Bievenue*

Jeff Bievenue  
ASE Public Safety

**Proposal Validity Period**—The information and pricing contained in this response (the "Response" or the "Proposal") is valid for a period of thirty (30) days from the date written on the Proposal cover page, unless rescinded or extended in writing by AT&T.

**Terms and Conditions**—This Proposal is conditioned upon negotiation of mutually acceptable terms and conditions.

**Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this Proposal. Any changes or variations in the proposed terms and conditions, the products/services/quantities, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

**Providers of Service**—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. Either AT&T Corp. or AT&T Mobility National Accounts LLC is the proposer for itself and on behalf of its service-providing affiliates.

**Software**—Any software used with the products and services provided in connection with this Proposal will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software.

**Copyright Notice and Statement of Confidentiality**—© 2024 AT&T Intellectual Property. AT&T and globe logo are registered trademarks and service marks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners. The contents of the Proposal (except for pricing applicable to E-Rate funded services) are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.



**AT&T's GENERAL RESPONSE TO****The CITY OF HUTCHINS TEXAS****RFP for 911 Call Handling Products and Services (RFP 2024-06)****("AT&T's General Response")**

AT&T Enterprises, LLC as successor in interest to AT&T Corp ("AT&T") is submitting this Response pursuant to the terms and conditions of (a) the Master Agreement between Hutchins Police Department 911 and AT&T Corp, AT&T MA Reference No. 201705268934UA, fully executed on May 30, 2017, (sometimes referred to as the AT&T Master Agreement); (b) corresponding Pricing Schedule(s); (c) any related transactional documents (collectively, the "Proposed Contract Documents"); and (d) the responses, answers, clarifications and supplemental terms and conditions set forth in and/or incorporated into this Response. The City of Hutchins, TX be referred to as the "City", "City of Hutchins" or "Customer" within this Response.

The pricing submitted in this Response assumes use of the Proposed Contract Documents as the basis of any final, negotiated contract between the parties.

AT&T takes a general exception to all the terms and conditions contained in the RFP. This applies whether or not such exception is identified in the Response in the section of the RFP to which the exception corresponds. AT&T takes such a general exception primarily because the RFP does not contain the product-related contractual terms and conditions necessary for AT&T to properly deliver the products and services described in the Response. AT&T may have also taken specific exceptions to certain RFP provisions but has not made a final, complete comment on every such provision. Please note that AT&T's General Response, and the general exception above, applies in all instances, including those where specific comments/exceptions have been made and those where such comments/exceptions have not been made. The absence of any individual response to a specific section of the RFP cannot be considered a waiver of any objection or an agreement to that section's provisions. Similarly, the inclusion of any specific comment/exception does not remove the applicability of this general exception.

Note that included within this "AT&T's General Response" section of the Response, in the interest of efficiency, are statements that apply to provisions throughout the RFP and should be read as applicable to any and all such related provisions. In that regard, note that:

- AT&T clarifies that only the physical response materials become Customer property. Any other pre-existing or newly developed intellectual property of AT&T, its suppliers or its third parties, provided in this Response or which is used or developed during the project remains the intellectual property of AT&T or its suppliers. AT&T would be willing to negotiate with Customer regarding rights to use that intellectual property.
- The information and pricing in this Response is valid for a period of 90 days from the date on the Response cover page.
- The Response is a direct reflection of the entire scope of work as presented here, as of the date of submission. Acceptance of only part of the quote may require mutual agreement/adjustment to the final configuration, subsequent pricing and implementation schedule.



- Regarding any proposed waiver of informalities and irregularities, AT&T agrees, except to the extent the waiver of informalities or irregularities portions of this provision as used here and throughout this Response implies AT&T waives rights to protest the award decision. To that end, AT&T reserves all protest rights afforded bidders/respondents participating in the contracting process.
- Any purchase orders issued for services as provided under any contract that results from the RFP must clearly provide that the purchase is made via the mutually agreed contract and not subject to the preprinted terms of that purchase order form.
- Any third-party software used with the services will be governed by the written terms and conditions of the third-party software supplier's software license documentation applicable to such software.
- Title to software remains with AT&T or its supplier and such software used with the services will be governed by the corresponding software license agreement to the extent not in conflict with law or any final contract between AT&T and Customer.
- To the extent any portion of this project may be funded in whole or in part with grants, loans or payments from government funding sources other than Customer, AT&T and Customer will need to reach mutual agreement on AT&T's participation.
- The information and pricing submitted with this Response is subject to change on account of any error or omission in the information provided by Customer or upon further investigation(s) as to the exact requirements of any order. For the price(s) quoted herein, AT&T will provide the items of equipment and services specifically listed in its Response. Work which is not shown or described in the Response will require
- mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule.
- This Response is ©2024 AT&T Intellectual Property. All rights reserved. AT&T, AT&T logo, and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. This Response is AT&T Proprietary and, except to the extent required by law, confidential.
- This Response is conditioned upon negotiation of mutually acceptable terms and conditions.
- Pricing proposed herein is based upon the specific product and locations outlined in this Response. Any changes or variations in the proposed terms and conditions, the products/services/quantities, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.
- Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. AT&T Enterprises, LLC is an AT&T company, is the proposer for itself and on behalf of its service-providing affiliates.

Notwithstanding anything to the contrary set forth in the RFP, neither AT&T nor Customer is under any obligation with respect to the RFP until both parties have agreed upon and executed a mutually acceptable final contract.

It is AT&T's goal to provide the best communications services at the best value for all of our customers using the highest ethical and legal standards. Given the long and successful history of AT&T, we are confident, if AT&T is selected, this will be a successful contracting process, leading to a successful project performance.

**Proposal Validity Period**—The information and pricing contained in this proposal is valid for a period of ninety (90) days from the date written on the proposal cover page unless rescinded or extended in writing by **AT&T Enterprises, LLC**.

**Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal and is subject to the proposed terms and conditions of AT&T Enterprises, LLC unless otherwise stated herein. Any changes or variations in **AT&T Enterprises,**

**LLC's** proposed terms and conditions and the products, length of term, services, locations, and/or design described herein may result in different pricing.

**Providers of Service**—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. **AT&T Enterprises LLC**, an AT&T company, is the proposer for this opportunity.

**Copyright Notice and Statement of Confidentiality**—© 2024 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo, and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners. The contents of this document are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.

## Solution Overview

We've carefully reviewed your business and technology goals and designed a flexible, cost-effective solution that allows you to streamline your operations. Our solution for City of Hutchins is a good value and a smart investment because it not only meets your current needs, but it can easily scale to meet future demands.

The key components of your solution include the following:

### 911 Next Generation 9-1-1 Call Handling

## AT&T Advantages

City of Hutchins will benefit from working with AT&T because we have the expertise, experience, and resources to meet your needs. Here are a few advantages:

- **Global Business Communications Leader**—Nearly 2.5 million businesses, from small businesses to the largest global companies, turn to AT&T. This includes approximately 2,000 of the largest multinational customers (MNCs) that do business on more than two continents and have significant networking requirements in the U.S.
- **Global IP Network**—AT&T offers connections for customers on the one of the world's most powerful and advanced IP/Multiprotocol Label Switching (MPLS) networks. The AT&T global network carries hundreds of petabytes of data traffic on an average day.
- **Investing in Our Network**—AT&T is consistently one of the top annual investors of capital in the U.S. Over the past five years (2018-2022), we invested more than \$140 billion in our wireless and wireline networks, including capital investments and acquisition of wireless spectrum.
- **Single Point-of-Contact**—Your dedicated sales executive is available by phone or email to discuss your AT&T services. This highly trained professional can answer your questions, help with service issues, and provide expert consultation on the right solutions for your needs. Backed by the vast technical resources at AT&T, your sales executive is your first point-of-contact.

## Personalized Support

Because we understand the importance of personalized service, we give you an account team of specialists to design and implement your new solution. You'll receive ongoing, coordinated support from your account team for all of your AT&T services.

Your Account Team

Name	Title	Phone Number	Email
Jenine Jasso	Senior Client Solutions Exec 2 Hybrid	+1 346.373.6062	<a href="mailto:jenine.a.jasso@att.com">jenine.a.jasso@att.com</a>
Jeff Bievenue	ASE Public Safety	+1 314.775.3650	<a href="mailto:Jeff.bievenue@att.com">Jeff.bievenue@att.com</a>

You’ll see from our proposal that we understand your objectives and have the expertise and resources to support them. We look forward to working with you to help you reach your goals.



**Experts who know business**

Extensive customer relationships with nearly

**2.5M**

business customers globally

Connecting and growing businesses for nearly

**150 years**

Invested

**\$650M+**

to rapidly restore communications after disasters

# RFP Response

## 2. Qualifications and Experience

- List the number of years that the Responding firm has been providing 911 services to Texas municipalities.

### AT&T Response:

For over 40 years AT&T has been providing 911 services to

- List the associates who will play a key role in their implementation, their role for this project, their number of years of relevant/similar experience and relevant qualifications.

### AT&T Response:

Jeff Bievenue – 21 years of 911 experience.

Shawn Harris – Over 20 years of 911 experience.

Dusty Carpenter- Over 10 years of 911 experience.

- List the municipalities in Texas for whom the Responding firm has performed similar work in the last two (2) years. Include a contact name, title, phone number and email address.

### AT&T Response:

City of Wylie: Tristian Porter, 911 Manager. Phone: 972-429-8151 Email: [tristian.porter@wylietexas.gov](mailto:tristian.porter@wylietexas.gov)

City of Ennis: Chad Marshall. Technology Administrator. Phone: 972-875-4462, ext 2265. Email: [cmarshall@ennistx.gov](mailto:cmarshall@ennistx.gov)

Southwest Regional Comm Center: Eli Jalkh, IT Director. Phone: 972-230-5379. Email: [elias.jalkh@swrcc.net](mailto:elias.jalkh@swrcc.net)

## 3. Proposed Solution

- Provide the name and a brief description of the solution (hardware and software) that you are proposing for this contract.

### AT&T Response:

AT&T is proposing a Vesta Hosted call handling system. Hutchins has been on this platform for over 6 years. We will transition to an a new system currently being installed that will include new software. Additionally, we are proposing the following Cloud products- Motorola Cloud Map (Aware), Smart Transcription and Citizen Input. The Cloud products provide new abilities for Hutchins to take advantage

of video, foreign language caller translations and officer tracking with the tie-in to the Motorola radio system.

In addition, AT&T is proposing AT&T ESInet, which is a Next Generation IP network that will deliver calls and ALI to the PSAP over the same circuits. We are also proposing Firstnet Backup as part of the ESInet proposal to provide a secondary call route should any circuits fail.

- Provide the number of Texas municipalities where this is being used.

#### AT&T Response:

AT&T has over 100 municipalities in Texas utilizing AT&T ESInet. Our Vesta Hosted Solution is in 7 Municipalities in the DFW area. We never intended to build the Vesta Host out to a large footprint, the idea was to maintain a lower number of customers because our direction was to provide a high-end low-cost option to customers in smaller municipalities

- Is this solution directly compatible with the City's current IT infrastructure or would additional hardware/software/services be required before implementation could start?

#### AT&T Response:

Because this system is in place today, there would be no additional buildout or software changes necessary. We can start without making any changes once the contract is in place.

## 4. Project Approach

- Briefly state your understanding of this project and how you would manage implementation, from project kickoff to go-live.

#### AT&T Response:

AT&T would be providing an upgraded Vesta Hosted Solution service offering, with cloud mapping, Smart Transcription, Citizen Input, GIS services (through GEOComm), ESInet and Firstnet Backup service. Initially we would work in parallel to install Vesta, work on the GIS requirements and begin the ESInet installation. The Vesta, GIS work would be completed first due to timeline of implementation. Following that implementation would be ESInet service. Esinet is a longer project, so that would be cutover after the Vesta service.

AT&T has Technicians very familiar with the service, along with Huchins current setup. This a huge advantage for AT&T to be able to eliminate potential issue and/or mistakes.

- Provide a proposed project timeline, from project kickoff to go-live

**AT&T Response:**

Vesta Solution Project is estimated to be completed within 2 months.

GIS work would be determined once contract is awarded. We cannot estimate the GIS portion until more discussions were scheduled to provide more details regarding the needs of Hutchins. ESInet will be about an 8 month project. Could be sooner, but the average is about 8 months.

- Briefly describe the amount of City staff time that will be required during each phase of the project. Respondents may add this to the timeline document if they wish.

**AT&T Response:**

The staff time will be very limited during all phases of the project. We will need someone on conference calls, we will be onsite to deploy new Vesta workstations (a few days) and we will need assistance during ORT testing (a week) of the ESInet. Overall, staff time requirements will be limited overall, but will be required during certain times of the installation/cutover.

- List the subcontractors that will be working on this project and any HUB/MBWE certifications

**AT&T Response:**

AT&T will be utilizing it's own workforce during the project.

## 5. Cost Proposal Worksheet

This form is exempt from the page limit requirement

**AT&T Response:**

## GIS Professional Services Proposal

---



July 17, 2024

Hutchins Police Department, TX (AT&T)

GeoComm proposes to complete the following Geographic Information System (GIS) data professional services, resulting in a highly accurate GIS dataset for use in a Next Generation 9-1-1 (NG9-1-1) or Public Safety Answering Point (PSAP) mapping systems. The final dataset will comply with National Emergency Number Association's (NENA) standards and PSAP mapping system requirements.

Services description and customer responsibilities and project deliverables are provided below.

Pricing is valid for a period of 120 days

GIS Professional Services Overview and Pricing

One-Time Services		Price
GIS Data Analysis		\$35,104.68
Provisioning Boundary Layer Development or Updates		
Service Boundary Layers: PSAP Boundary Layer Development or Updates		
Service Boundary Layers: Police, Fire, EMS Layers Development or Updates		
Road Centerlines Layer: GIS Data Attribute Standardization		
Road Centerlines Layer: Attribute Updates for MSAG Synchronization		
Road Centerlines Layer: Attribute Updates for ALI Synchronization		
Road Centerlines Layer: Street Connectivity Updates		
Road Centerlines Layer: Address Range Updates		
Site/Structure Address Points Layer: GIS Data Attribute Standardization		
Site/Structure Address Points Layer: Synch. with Road Centerlines and Boundary Layers Attributes		
Site/Structure Address Points Layer: Attribute Updates for ALI Synchronization		
Incorporated Municipality Boundary Layer Development or Updates		
Annual Recurring Services		
Year One		Annual Price
GIS Data Layers Maintenance Services		\$7,628.52
MSAG and ALI Maintenance Services		\$2,119.03
		\$0.00
		\$0.00
Year One Recurring Services Annual Total		\$9,747.55
Contract Total \$44,852.23		



Quotation # ATT3701901-2 Hutchins 911 - NG911

Quote Details  
Aware Map, Citizen Input and Smart Transcription  
Customer Information



Budgetary Quote

Customer:  
Hutchins 911

Contact :  
Becky Blanton

Phone: 972-225-2225  
Email: bblanton@cityofhutchins.org

Date: 7/18/2024

Acct Manager: Jeff Bievenue  
Phone: 314-775-3650  
Email: [jb9541@att.com](mailto:jb9541@att.com)

Sales Engineer: Shawn Harris

Summary of Charges:

This quote is for budgetary purposes ONLY and is not necessarily inclusive of all work items. Final pricing will be issued upon agreement of Statement of Work.


Aware Map, Citizen Input & Smart Transcription

Product	Quantity	Price Per Unit	Subtotal	Total
Aware Map - Cloud Map (5 Years)	1	n/a	91,831.31	\$91,831.31
Citizen Input & Smart Transcription (5 Years): Outbound Texting, Voice Translation, Video between call taker & caller	1	n/a	\$44,245	\$44,245.00
Router - Cisco	1	\$5,000.00	\$5,000.00	\$3,122.29
2 Port Routed NIM for Router	1	\$1,381.34	\$1,381.34	\$1,381.34
Host to PSAP (To Replace T1 Currently in Place)	1	\$500.00	\$30,000.00	\$30,000.00
WAN Monitoring	1	\$13,000.00	\$13,000.00	\$13,000.00
AT&T Hosted Vesta Call Handling (5 Years)	2	\$21,600.00 / year	\$21,600.00 / year	\$108,000.00

Accepted Date:

5 Year Total: \$291,579.94

\*\* Quote does not include Text to 911\*\*

 <b>AT&amp;T ESInet™ Quote</b> <b>State of Texas DIR contract # DIR-TELE-CTSA-002</b>							
<b>A Quotation for</b> <span style="float: right;"><b>Quotation</b></span>							
<b>911 Agency:</b> Hutchins Police Department <b>Contact:</b> Becky Blanton				<b>Quote Date :</b> 7/8/2024 <b>Quote Expiration Date:</b> 9/6/2024 <b>911 Application Sales Executive:</b> Jeff Bievenue <b>911 Technical Sales Consultant:</b> Shawn Harris			
Line #	Description	Population	Billed Qty.	End User Unit Price MRC	End User Extended Price MRC	End User Unit Price NRC	End User Extended Price NRC
<b>AT&amp;T ESInet™</b>							
1	Ingress - Selective Router, per Port	-	5	\$ 13.62	\$ 68.10	\$ -	\$ -
2	Managed 3M Connection (Primary)	-	1	\$ 1,058.62	\$ 1,058.62	\$ -	\$ -
3	Managed 3M Connection (Secondary)	-	1	\$ 386.92	\$ 386.92	\$ -	\$ -
4	20M Switched Ethernet* (Primary)	-	1	\$ 368.48	\$ 368.48	\$ -	\$ -
5	20M Switched Ethernet* (Secondary)	-	1	\$ 368.48	\$ 368.48	\$ -	\$ -
<b>AT&amp;T ESInet™ PSAP Population Charges</b>							
6	Call Routing per Population (person)	5,568	5,600	\$ 0.11	\$ 616.00	\$ -	\$ -
<b>GIS Services</b>							
7	Full Service Next Generation 9-1-1 GIS Data Professional Services - Customized NG9-1-1 GIS Data solution and pricing (Transitional Data Management Service)	5,568	5,568	\$ 0.07000	\$ 389.76	\$ 0.10	\$ 39,513.60
<b>Backup Services</b>							
8	FirstNet Wireless Backup (FNWB) Bundle	-	1	\$ 1,142.40	\$ 1,142.40	\$ 6,059.20	\$ 6,059.20
9	Firstnet Wireless Backup to the PSAP		1	\$ -	\$ -	\$ 8,000.00	\$ 8,000.00
9	Recorder of Last Resort (RLR)	-	1	\$ 89.60	\$ 89.60	\$ 1,120.00	\$ 1,120.00
<b>Note:</b>				<b>TOTAL MRC</b>	<b>\$ 4,488.36</b>	<b>TOTAL NRC</b>	<b>\$ 54,692.80</b>
<b>Pricing does not include any Municipal/Regulatory charges</b> <b>Minimum Payment Period (MPP) of 50% of remaining MRC if service is not retained for 24 months.</b> <b>AVPN POP Diversity included.</b> <b>Monthly Population Charge is rounded to the nearest 1,000 in population</b> <b>Population is based on Commission on State Emergency Communications - Wireless Emergency Service Fee Allocation Chart - For Use After May 31, 2023</b>							

## 6. Required Forms

This section is exempt from the page limit requirement Please complete these forms and return them with your proposal. Failure to return these forms may disqualify your proposal.

- Attachment A – Contractor Certification
- Attachment B – Environmental Compliance and Safety Record Questionnaire
- Attachment C – HUB Certificate
- Attachment D – Conflict of Interest Questionnaire
- Attachment E – Subcontractor Listing Form
- Attachment F – Certificate Regarding Debarment
- Attachment G – Residence Certification
- Attachment H – Compliance with Federal and State Laws

## ATTACHMENT A - 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](#))<sup>1</sup>. 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](#)). The contract provisions are taken from [Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#). Additional and/or supplemental contract provisions included in the Certification are derived from the [Federal Emergency Management Agency's Contract Management Guide \(June 2021\)](#).<sup>2</sup>

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

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

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

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

---

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

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

### 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:

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. 7401-7671g](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

Clean Air Act: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

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

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

Federal Water Pollution Control Act: Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

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

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

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

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

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

Suspension and Debarment: The agreement with the 9-1-1 Entity is a covered transaction for purposes of 2

C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

As applicable, Contractor, as a 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:

AT&T Enterprise, LLC. \_\_\_\_\_

Contractor Name

AT&T Enterprise, LLC. \_\_\_\_\_

Signature of Authorized Official

 \_\_\_\_\_

Printed Name of Authorized Official

Dustin Alexander \_\_\_\_\_

Title of Authorized Official

Application Sales Manager - PSS \_\_\_\_\_

Date

7/15/2024 \_\_\_\_\_

**APPENDIX A -- Place on Company Letterhead**

## 44 C.F.R. PART 18

## CERTIFICATION REGARDING LOBBYING

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

**AT&T Response:**

Notwithstanding anything to the contrary, including the foregoing, in lieu of the foregoing, AT&T certifies that as of the date hereof, AT&T complies with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

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)

## ATTACHMENT B - ENVIRONMENTAL COMPLIANCE AND SAFETY RECORD QUESTIONNAIRE

To obtain proper information from Respondents, so the City of Hutchins may consider the safety records and environmental compliance of potential contractors

prior to awarding bids on this contract, the City of Hutchins requires that Respondents answer the following four (4) questions and submit them with their proposals:

### QUESTION ONE

Has the Respondent, or the firm, corporation, partnership, or institution represented by the Respondent, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

☐ YES ☐ NO

If the Respondent has indicated Yes for question number One above, the Respondent must provide the City of Hutchins, with its Proposal response, the following information with respect to each such citation.

1. Date of offense;
2. Location of establishment inspected;
3. Category of offense;
4. Final disposition of offense; and
5. Penalty assessed.

### QUESTION TWO

Has the Respondent, or the firm, corporation, partnership, or institution represented by the Respondent, or anyone acting for such firm, corporation, partnership or institution,

received citations for violations of environmental protection laws or regulations with the past five (5 ) years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from

TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

☐ YES ☐ NO

### **QUESTION THREE**

Has the Respondent, or the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted in serious bodily injury or death?

#### **AT&T Response:**

AT&T is a worldwide multi-billion-dollar company. For more than 139 years and across the globe, AT&T has provided communications services and has stood at the forefront, leading the way with innovative products and services.

AT&T processes millions of transactions daily across the world; therefore, our ability to provide details around this request, with the specificity requested, within the time allowed to respond to this Request for Proposal is so broad when applied to a company of AT&T's scope and scale as to be unmanageable in any practical fashion.

AT&T will be happy to discuss the above-referenced information provided the scope of information requested is narrowed and a non-disclosure agreement is signed.

For more than 139 years, AT&T has made it our goal to provide the best communications services at the best value for all of our customers using the highest ethical and legal standards.

☐ YES ☐ NO

If the Respondent has indicated Yes for question number Three above, the Respondent

must provide the City of Hutchins, with its Proposal response, the following information with respect to each such citation.

1. Date of offense;
2. Location of establishment inspected;
3. Category of offense;

4. Final disposition of offense; and
5. Penalty assessed.

#### **QUESTION FOUR**

Has the Respondent, or the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such firm, corporation, partnership, or institution, received citations for violations of environmental laws within the past three years?

Citations include, but are not limited to: notices of violation; suspensions/revocations of state/federal licenses or registrations; fines assessed; pending criminal complaints; indictments; convictions; deferred adjudications; administrative orders; draft orders; final orders; and final judgments. Any citations from the following agencies must be supplied: Environmental Protection Agency (EPA); Texas Commission on Environmental Quality or its past associated agencies such as the Texas Natural Resource Conservation Commission (TNRCC), the Texas Water Commission, and the Texas Air Control Board; and the Texas Department of State Health Services and its predecessor agency the Texas Department of Health. Also include any citations from environmental regulatory agencies of other states of the United States.

☐ YES ☐ NO

If the Respondent has indicated Yes for question number Four above, the Respondent must provide the City of Hutchins, with its Proposal response, the following information with respect to each such citation.

1. Date of offense;
2. Location of establishment inspected;
3. Category of offense;
4. Final disposition of offense; and
5. Penalty assessed.

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.

**AT&T Response:**

Notwithstanding anything to the contrary, AT&T’s signature is provided subject to the general exception provided as part of AT&T’s Response to the City of Hutchins, TX – RFP for 911 Call Handling Products and Services (*RFP 2024-06*) associated with this document.

Further, all affirmations, representations, warranties and similar input from AT&T to this RFP are provided to the best of the undersigned’s knowledge and belief.

Signature

**ATTACHMENT C – HUB CERTIFICATE/FORM FOR  
DISADVANTAGED BUSINESS ENTERPRISES FOR  
DISADVANTAGED BUSINESS ENTERPRISES ONLY**

**Disadvantaged Business Enterprises (DBE)** are encouraged to participate in the City of Hutchins’s proposal process. Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City will recognize the certifications of both the State of Texas Comptroller of Public Accounts Statewide Procurement Division Historically Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

Texas Statewide Procurement Division   OR  
HUB Program  
P.O. Box 13186  
1711 San Jacinto  
Austin, TX 78711  
  
512-463-5872 (office) 1-888—  
863-5881 (toll free) 512-936-2482

North Central Texas  
Regional Certification  
Agency  
  
2261 Brookhollow Plaza  
Drive, Suite 300  
Arlington, TX 76006

(fax)  
[statewideHUBProgram@cpa.texas.gov](mailto:statewideHUBProgram@cpa.texas.gov)

817-640-0606 (office)  
817-640-6315 (fax)  
[mail@nctrca.org](mailto:mail@nctrca.org)

**If Respondent is already certified, attach a copy of your certification to this form and return with Proposal.**

Company Name: \_\_\_\_\_

Representative: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Indicate all that apply:

- ☐ Minority-Owned Business Enterprise
- ☐ Women-Owned Business Enterprise
- ☐ Disadvantaged Business Enterprise



## **ATTACHMENT D – CONFLICT OF INTEREST**

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		Date Received
<p>2</p> <p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated</p> <p>completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p>_____</p> <p>Name of Officer</p>		

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes                      ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes                      ☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6

☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Date

Signature of vendor doing business with the governmental entity

**CONFLICT OF INTEREST QUESTIONNAIRE**

**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or

- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

### AT&T Response:

AT&T is not aware of any material conflict of interest. AT&T is publicly owned, and with millions of shareholders, it is impossible for AT&T to determine whether any Customer employee or any member of his or her immediate family may be a shareholder in AT&T, Inc. Further, given AT&T and its affiliates' nearly 150,000 employees, it is not possible in any practical fashion and in the time available for this response to determine any possible connections between all AT&T employees and any employees of Customer or any component office.

AT&T will represent, however, that to the best of its knowledge and belief, after a reasonable inquiry, that none of the people involved in the preparation of this RFP have a familial relationship with any employee of Customer.

With respect to Form CIQ, the law that gives rise to its application for vendors ([Texas Local Government Code Section 176.006](#)) was updated in 2007 by [Acts 2007, 80th Leg., R.S., Ch. 226 \(H.B. 1491\), Sec. 6, eff. May 25, 2007](#) to require its filing only where one of the triggering requirements set forth by the same law is present. The relevant triggering elements have been updated since that time, but the law retains the 2007 construction requiring form CIQ's filing by vendors only where a triggering element is present. Accordingly, in compliance with that law as currently in effect, AT&T will complete and file form CIQ in connection with this RFP and any business that results from it, if and to the extent mandated under the current version of [Texas Local Government Code Section 176.006](#). Please see the following hyperlinks:

- **Texas Local Government Code Section 176.006**, available at <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm>; and
- **Acts 2007, 80th Leg., R.S., Ch. 226 (H.B. 1491), Sec. 6, eff. May 25, 2007**, available at <https://capitol.texas.gov/tlodocs/80R/billtext/html/HB01491F.HTM>.

## ATTACHMENT E - SUBCONTRACTOR LISTING FORM

### AT&T Response:

At this time AT&T is not able to identify any specific subcontractors who might work with AT&T on this opportunity. AT&T reserves the right to subcontract to an affiliate or third-party work to be performed, but AT&T will in each such case remain financially responsible for the performance of such obligations. AT&T agrees to ensure that any subcontractor, which AT&T utilizes to provide performance under any definitive agreement that may be entered into between the parties in connection with the services proposed by AT&T in response to this RFP

agrees in writing to substantially the same terms and conditions that apply through this RFP to AT&T.

Contractor must provide information below for any potential subcontractors or subconsultants, professionals, suppliers, and vendors used in connection with the services. The City reserves the right to reject proposed subcontractors or subconsultants on any reasonable basis. The City of Hutchins must approve the actual subcontractors prior to their use (add additional pages if necessary):

**Subcontractor #1:**

Company Name: _____	Industry: _____
DUNS #: _____	Name of Principal: _____
Approximate Contract Value \$ _____	Start/End of Contract _____
Certified HUB/MWBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	Certified Section 3: <input type="checkbox"/> Yes <input type="checkbox"/> No
Description of Work Performed:	
_____	
_____	

**Subcontractor #2:**

Company Name: _____	Industry: _____
DUNS #: _____	Name of Principal: _____
Approximate Contract Value \$ _____	Start/End of Contract _____
Certified HUB/MWBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	Certified Section 3: <input type="checkbox"/> Yes <input type="checkbox"/> No
Description of Work Performed:	
_____	
_____	

**Subcontractor #3:**

Company Name: \_\_\_\_\_

Industry: \_\_\_\_\_

DUNS #: \_\_\_\_\_

Name of Principal: \_\_\_\_\_

Approximate Contract Value \$ \_\_\_\_\_

Start/End of Contract \_\_\_\_\_

Certified HUB/MWBE: ☐ Yes ☐ No

Certified Section 3: ☐ Yes ☐ No

Description of Work Performed:

\_\_\_\_\_

\_\_\_\_\_

Contractor shall be responsible for ensuring any Subcontractors used are properly licensed, insured, and authorized to work under government contracts by checking state, local, and federal debarment lists and shall obtain and submit licenses for any subcontractors if the work being performed requires licensing in accordance with state or federal law. A final Subcontractor Listing Form will be required prior to contract award. If any of the required information changes throughout the term of the contract, Contractor must submit a revision to the City for approval.

☐ I will not be subcontracting any portion of the contract and will be fulfilling the entire contract with my own resources.

\_\_\_\_\_

Signature of Contractor

\_\_\_\_\_

Name

## ATTACHMENT F – CERTIFICATION REGARDING DEBARMENT

### Certification Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:



- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

#### AT&T Response:

Notwithstanding anything to the contrary, including the foregoing, in lieu of the foregoing, AT&T certifies that as of the date hereof, the undersigned AT&T representative is unaware of any disqualification or debarment that would negatively affect AT&T's ability to provide the products and services.

**With regard to subsection (d),** AT&T is a worldwide multibillion-dollar company. AT&T and its affiliates process millions of transactions daily across the world; therefore, our ability to provide details around this request, with the specificity requested, within the time allowed to respond to this RFP is so broad when applied to a company of AT&T's scope and scale as to be unmanageable in any practical fashion.

Given the scope and scale of AT&T's operations, governmental contracts are being terminated as a result of term expiration, non-appropriation, or other causes on an ongoing basis.

For more than 139 years, AT&T has made it our goal to provide the best communications services at the best value for all of our customers using the highest ethical and legal standards.

---

Signature

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

If the Bidder / Proposer is unable to certify to all of the statements in this Certification, such Bidder / Proposer should attach an explanation to this Bid / Proposal.

**SWORN STATEMENT ON DEBARMENT**

This SWORN statement is submitted with bid/project number: \_\_\_\_\_

By: \_\_\_\_\_  
(PRINT INDIVIDUALS NAME AND TITLE)

For: \_\_\_\_\_  
(PRINT NAME OF ENTITY SUBMITTING SWORN STATEMENT)

With a business address of:

\_\_\_\_\_

Address

\_\_\_\_\_

Address

\_\_\_\_\_

City, State, Zip Code

\_\_\_\_\_

Telephone Number

If applicable its Federal Employee Identification Number (FEIN) is: \_\_\_\_\_

(INDICATE WHICH STATEMENTS APPLY)

- ☐ Neither the entity submitting this SWORN statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime.

- ☐ The entity submitting this SWORN statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity **HAS BEEN CHARGED WITH AND CONVICTED OF A PUBLIC ENTITY CRIME.**
- ☐ The entity submitting this SWORN statement is not present on any Federal list of debarred contractors, nor been debarred from any other type of contracting.

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

SWORN TO AND SUBSCRIBE BEFORE ME THIS \_\_\_\_ day of \_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for City

**ATTACHMENT G – RESIDENCE CERTIFICATION**

Pursuant to Texas Government Code, Section 2252.001 *et seq.*, as amended, City of Hutchins requests Residence Certification. Section 2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of Section 2252.001 are stated below:

“Nonresident Proposer” refers to a person who is not a resident.

“Resident Proposer” refers to a person whose principal place of business is in this state, including a Consultant whose ultimate parent company or majority owner has its principal place of business in this state.

- ☐ I certify that \_\_\_\_\_ (Company Name) is a Resident Proposer of Texas as defined in Government Code, Section 2252.001.
- ☐ I certify that \_\_\_\_\_ (Company Name) is a Nonresident Proposer as defined in Government Code, Section 2252.001 and our principal place of business is \_\_\_\_\_ (City), \_\_\_\_\_ (State).

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**ATTACHMENT H – COMPLIANCE WITH FEDERAL AND STATE LAWS**

**CERTIFICATION OF ELIGIBILITY**

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government’s list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the City of Hutchins Purchasing Agent. Failure to do may result in terminating this contract for default.

**AT&T Response:**

Notwithstanding anything to the contrary, including the foregoing, in lieu of the foregoing, AT&T certifies that as of the date hereof, the undersigned AT&T representative is unaware of any disqualification or debarment that would negatively affect AT&T’s ability to provide the products and services.

**DISCLOSURE OF INTERESTED PARTIES**

By submitting a bid or proposal in response to this solicitation, the bidder/proposer agrees to comply with H.B. 1295, Government Code 2252.908. Bidder/proposer agrees to provide the City of Hutchins Purchasing Agent, and/or requesting department, the “Certificate of Interested Parties,” FORM 1295 as required, with in **ten (10)** business days from notification of award, renewal, amended or extended contract.

Visit [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information.

**AT&T Response:**

The law changed in Texas, and under the Subsection (c)(4) of Texas Government Code Section 52252.908 (Disclosure of Interested Parties), an exception to disclosure requirements was

created for any publicly traded business entity or a wholly owned subsidiary of such an entity. AT&T is such an entity: its public securities filings with the U.S. Securities and Exchange Commission evidencing AT&T's status as a publicly traded business entity are available at <https://www.sec.gov/cgi-bin/browse-edgar?CIK=0000732717&action=getcompany>.

Form 1295 and its associated disclosure requirements are no longer applicable to AT&T. Subsection (c) of the law is pasted below for reference:

***Text of subsection as amended by Acts 2017, 85th R.S., Ch. 526 (SB 255)***  
***(Changes identified by italicized text apply only to a contract entered into or amended on or after January 1, 2018).***

*(c) Notwithstanding Subsection (b), this section does not apply to:*

- (1) a sponsored research contract of an institution of higher education;*
- (2) an interagency contract of a state agency or an institution of higher education;*
- (3) a contract related to health and human services if:*
  - (A) the value of the contract cannot be determined at the time the contract is executed; and*
  - (B) any qualified vendor is eligible for the contract;*
- (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- (5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
- (6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

## **HB 89 & SB 252**

By submitting a bid or proposal in response to this solicitation, the bidder/proposer verifies that the company represented does not and will not for the term of the contract boycott Israel (this statement is exempt for sole proprietorship vendors, vendors that have less than 10 full time employees, and contracts that are under \$100,000 of public funds) or conduct business with

Iran, Sudan, or any known terrorist organization. The State of Texas Comptroller’s “Divestment Statute Lists” will be reviewed by the City of Hutchins Purchasing Agent prior to award.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

**Attachment I – Compliance with Federal and State Laws**

The following sections contain Terms and Conditions of bidding from the City of Hutchins, the State of Texas and the Federal Government. If any terms contradict each other, the more stringent terms will prevail.

STANDARD FEDERAL AWARD CONTRACTOR TERMS AND CONDITIONS

**AT&T Response:**

All Federal Requirements applicable to this business are included in the document the State CSEC Subject Matter Expert authored. See ATTACHMENT B – CONTRACTOR CERTIFICATION of this RFP document AT&T take exception to these additional *Standard Federal Award Contractor Terms and Conditions*. If additional Federal requirements are applicable, AT&T will be glad to discuss.

- 1. Termination for Cause or Convenience; Suspension.** CITY may exercise any rights available under Texas law to terminate for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, provided that the CITY shall give contractor written notice specifying contractor's failure and thirty (30) days to cure the defect.

CITY may terminate the AGREEMENT at its convenience at any time for any or no reason by giving seven (7) days written notice to CONTRACTOR.

Upon termination for cause or convenience, the CONTRACTOR shall be entitled to payment for deliverables in progress through the date of termination, to the extent work has been

performed in accordance with the terms and/or conditions of this AGREEMENT or otherwise to the satisfaction of CITY, as well as reasonable termination and demobilization costs.

Should the CITY find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by CITY to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, the CONTRACTOR shall be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, the CONTRACTOR's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONTRACTOR's services.

**2. Remedies.** If any work performed by the CONTRACTOR fails to meet the requirements of the AGREEMENT, the CITY may in its sole discretion:

- a. elect to have the CONTRACTOR re-perform or cause to be re-performed at the CONTRACTOR's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
- b. hire another subconsultant to perform the work and deduct any additional costs incurred by CITY as a result of substituting the Proposer from any amounts due to the CONTRACTOR; or
- c. pursue and obtain any and all other available legal or equitable remedies.

**3. Equal Employment Opportunity.** During the performance of this contract, the CONTRACTOR agrees as follows:

- a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.
- d. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



- h. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, The CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the

program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. **Davis Bacon Act.** When required by federal program legislation or local program policies all prime construction contracts in excess of \$2,000.00 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).

The CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5•, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. 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 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. The CONTRACTOR shall maintain documentation which demonstrates compliance with requirements of this part. Such documentation shall be made available to the CITY for review upon request.

5. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). All contracts awarded by the non-Federal entity in excess of \$100,000.00 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). Any contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts.

- a. 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.
- b. 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.
- c. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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.
- d. Subcontracts. The 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. 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 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.

**6. 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.

**7. Clean Water Act/ Federal Water Pollution Control Act.** Contracts and subgrants of amounts in excess of **\$150,000.00** 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 Environmental Protection Agency (EPA).

The CONTRACTOR hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

- a. The 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. § 7401 et seq.
- b. If this contract is funded by federal dollars, The CONTRACTOR agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the CITY, and the appropriate Environmental Protection Agency Regional Office.
- c. If this contract is funded by federal dollars, the CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

**8. Clean Air Act.** Contracts and subgrants of amounts in excess of \$150,000.00 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 Environmental Protection Agency (EPA).

- a. The 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.
- b. The Contractor agrees to report each violation to the non-federal entity and understands and agrees that the non-federal entity will, in turn, report each violation as required.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance through this contract.

**9. Debarment & Suspension.** A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. 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.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the 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).

The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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 CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The CONTRACTOR shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

**10. Byrd Anti-Lobbying Act.** Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

The CONTRACTOR will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall 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 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.

**11. Procurement of Recovered Materials (2 C.F.R. 200.322).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its CONTRACTOR 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 items 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.

**12. Surveillance Services or Equipment.** A non-Federal entity and subrecipients who procure telecommunications and video surveillance services or equipment by obligating or expending loan or grant funds must comply with the provisions of 2 C.F.R. §200.216.

Specifically, (a) recipients and subrecipients are prohibited from using 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 § 200.471.

**13. Domestic Preferences for Procurement.** As appropriate and to the extent consistent with law, the parties 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

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.

#### U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND CONTRACTOR TERMS AND CONDITIONS



**AT&T Response:**

AT&T takes exception to this section entitled “*U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Contractor Terms and Conditions*” in its entirety. Our understanding based on the Treasury’s website is that funds had to be spent by the 31<sup>st</sup> of December 2022; therefore, this section is not applicable.

**1. Use of Funds.**

- a. CONTRACTOR understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. CONTRACTOR will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

**2. Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, CONTRACTOR may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

**3. Reporting.** CONTRACTOR agrees to comply with any reporting obligations established by Treasury as they relate to this award.

**4. Maintenance of and Access to Records.**

- a. CONTRACTOR shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the CONTRACTOR to conduct audits or other investigations.
- c. Records shall be maintained by CONTRACTOR for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

**5. Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.



**6. Administrative Costs.** CONTRACTOR may use funds provided under this award to cover both direct and indirect costs.

**7. Cost Sharing.** Cost sharing or matching funds are not required to be provided by CONTRACTOR.

**8. Conflicts of Interest.** CONTRACTOR understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. CONTRACTOR and SUBCONTRACTORS must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**9. Compliance with Applicable Law and Regulations.**

- a. CONTRACTOR agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. CONTRACTOR also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and CONTRACTOR shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts

- described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. CONTRACTOR Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601- 4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**10. Remedial Actions.** In the event of CONTRACTOR's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

**11. Hatch Act.** CONTRACTOR agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

**12. False Claims and Statements.** CONTRACTOR understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law pursuant to 31.U.S.C. Chap. 38.

**13. Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of CONTRACTOR] by the U.S. Department of the Treasury."

**14. Debts Owed the Federal Government.**

- a. Any funds paid to CONTRACTOR (1) in excess of the amount to which CONTRACTOR is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by CONTRACTOR shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by CONTRACTOR. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the CONTRACTOR knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

**15. Disclaimer.**

- a. The United States expressly disclaims any and all responsibility, obligation, or liability to CONTRACTOR or third persons for the actions of CONTRACTOR or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by CONTRACTOR does not in any way establish an agency relationship between the United States and CONTRACTOR.

#### **16. Protections for Whistleblowers.**

- a. In accordance with 41 U.S.C. § 4712, CONTRACTOR may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of CONTRACTOR, contractor, or SUBCONTRACTOR who has the responsibility to investigate, discover, or address misconduct.
- c. CONTRACTOR shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- 17. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), CONTRACTOR should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 18. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), CONTRACTOR should encourage its employees, SUBCONTRACTORS, and contractors to adopt and enforce policies that ban text messaging while driving, and CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.

**City of Hutchins, TX****Request for Proposal (“RFP”) – RFP# 2024-06 911 CALL HANDLING PRODUCTS AND SERVICES****June 20, 2024**

The City of Hutchins, TX (“the City”) announces a Request for Proposals (RFP) for the upgrade of its 911 hardware and software. Reimbursement for this project will be provided by the SB8 Coronavirus State Fiscal Recovery Fund (“CSFRF”) and subject to all state and federal guidelines for procurement with grant funds. These guidelines include but are not limited to Uniform Guidance (2 C.F.R. Part 200).

This is a one (1) time project. The City would like for installation to start in September 2024. The City will not conduct a pre-proposal meeting for this solicitation.

**Questions** about this RFP must be directed to Becky Blanton in writing at [bblanton@cityofhutchins.org](mailto:bblanton@cityofhutchins.org). **The deadline for questions is Thursday, June 27, 2024 at 2:00 PM CST.**

**The deadline for proposals is Thursday, July 11, 2024 at 2:00 PM CST** in the Communications Supervisor’s office at 550 W Palestine St., Hutchins, TX 75169. Any proposals received after this deadline will not be considered.

Proposals must be submitted either electronically via e-mail or in paper copy.

- a) Emailed proposals must be sent to [bblanton@cityofhutchins.org](mailto:bblanton@cityofhutchins.org) before the RFP deadline. Respondents are cautioned that attachments over 5 MG in size may be rejected by the City’s email infrastructure. It is the Respondent’s responsibility to confirm that the proposal was received by contacting Becky Blanton at 972-225-2225 ext. 220 or [bblanton@cityofhutchins.org](mailto:bblanton@cityofhutchins.org).
- b) Paper proposals must contain one (1) set of documents and one (1) thumb drive with the proposal and all required attachments included. These proposals must be delivered to the Communications Supervisor BEFORE the RFP deadline. The Communications Department is located at: 550 W. Palestine St, Hutchins, TX 75169

The number for this RFP is: **RFP 2024-06 - 911 CALL HANDLING PRODUCTS AND SERVICES.**

The City will not accept late proposals or proposals sent via fax. The City is not responsible for lateness of carrier or courier, traffic delays, internet outages, etc., and the clock in the Communications Supervisor’s office will be the official time.

## I. About the City

The City of Hutchins, TX is 9.3 square miles in size. It is approximately five 9 miles south of downtown Dallas and is located within Dallas County. City staff consists of 96 full time and part time employees including those in Police, Fire, EMS, and 911 Dispatch. The City has about 5,613 full time residents and is home to the Hutchins State Jail which houses approximately 2,276 inmates. The City offers Police, Fire, and EMS assistance to Hutchins State Jail and to the neighboring City of Wilmer on an as-needed basis.

In 2017, the City of Hutchins partnered with AT&T to upgrade the City's existing 9-1-1 hardware and software using the Vesta 9-1-1 solution. This equipment has reached end of life status and must be replaced with the latest technology. In addition, the City of Hutchins 9-1-1 Dispatch Center desires to connect its upgraded Vesta 9-1-1 system to AT&T ESInet.

The City of Hutchins 911 Dispatch Center receives approximately 16,000 calls per year which include the following calls:

- Wired Residence
- Wired Business
- Business PBX
- Centrex
- Wired Mobile
- VoIP Wireless
- Wireless

The City's 911 Dispatch Center is "Phase 2". Dispatchers receive cell phone caller information along with the carrier information on each call. These calls are plotted on the Vesta map to assist dispatchers with the location of the call.

The City employs six (6) dispatchers who work various shifts to ensure that a minimum of one dispatcher is always on duty. During peak call times, two (2) dispatchers will be on duty. The City has a single dispatch center located at 550 W. Palestine St, Hutchins, TX 75169 that has two call positions.

## II. Scope of Work

The objective of this project is to replace obsolete servers, network equipment and workstations at both locations. In addition, the project will include vendor supplied managed services, software/hardware maintenance, extended warranties, project management and field

engineering services. Finally, the project includes network connectivity to AT&T ESInet which includes non-recurring setup charges sixty (60) months of monthly recurring fees.

***NOTE: Brand names are listed below to indicate the quality and scope of features that the City needs. The City will consider equivalent products and services.***

*Vendors suggesting products and services as equivalents must list the make, model, version number and/or any other identifier that will assist the City in researching equivalence in their Cost Worksheet. The City will conduct its own research and make a final determination with regards to the suggested item. The City of Hutchins will have sole discretion in determining equivalence.*

Specific components of this project will include:

I. Hardware

- a. Replacement of server equipment
- b. Replacement of network connectivity devices (i.e. data switches, gateways, etc.)
- c. Replacement of 2 workstations

II. Software

- a. Upgrade or replacement of Vesta Analytics
- b. Upgrade or replacement of Vesta Locate Mapping (cloud or local)

III. Managed Services

- a. Monitoring of Servers and Workstations for 5 years
- b. Preventive Maintenance of Servers and Workstations for 5 years
- c. Anti-virus protection of Servers and Workstations for 5 years

IV. Extended Warranties

- a. Uplift 3-year manufacturer's warranty to 5 years for servers
- b. Uplift 3-year manufacturer's warranty to 5 years for workstations

V. Services



- a. Data Migration
- b. Field Engineering
- c. Project Management
- d. Training

**AT&T Response:**

For clarification, AT&T provides standard end user training and Basic System Administration training. Any additional system operation and maintenance training are provided through classes taught at the manufacturer’s location and completely at the Customer’s expense. Additional training beyond the standard end user training and Basic System Administration training initially scheduled during the Implementation meeting may be scheduled and purchased at any time by calling your AT&T account representative. Costs vary, depending upon the training sought.

**III. Schedule**

This RFP is subject to this timeline:

Event	Date and Time
Post RFP	June 20, 2024
Deadline for Questions	June 27, 2024 4:00 PM CST
Proposals Due	July 11, 2024 2:00 PM CST
Evaluation	July 11, – July 21, 2024
Award Recommendation to Council	August 2024
Kickoff	September 2024

**Step 1:** Proposals will be evaluated based on these criteria and weights:

- |  |                  |
|--|------------------|
| <b>Qualifications &amp; Experience</b> | <b>20 points</b> |
| <b>Cost Proposal</b>                   | <b>30 points</b> |
| <b>Proposed Solution</b>               | <b>35 points</b> |
- *In use by other Texas Municipalities*

- *Compatibility of Solution with Existing IT Infrastructure*

**Project Approach****15 points**

- *Requirements of City Staff*
- *Implementation Timeline*
- *Proposed Subcontractors*

A maximum total of 100 points is possible. During this process, staff may request additional information from any Respondent that is deemed necessary when determining the offer that is in the best interest of the City.

**Step 2:** Staff may take any of the following actions:

- Request interview(s) with one (1) or more respondent(s)
- Request Best and Final Offer(s) from one (1) or more Respondents without interviews
- Reject all offers and re-bid this project

City Council will give the final approval of any contract.

**IV. Proposal Requirements****A. General**

- Proposals must not exceed ten (10) pages in length. One page is one side of an 8.5" x 11" sheet of paper.
  - Font size must be 11 or greater.
  - The Cost Worksheet is exempt from the page limit requirement
  - The forms required in section 6 below are excluded from the page limit requirement
- Brand names have been listed to indicate the quality and scope of services that the City needs. The City will consider equivalent products and services. Vendors suggesting products and services as equivalents must list the make, model, version number and/or any other identifier that will assist the City in researching equivalence. The City will conduct its own research and make a final determination with regards to the suggested item. The City of Hutchins will have sole discretion in determining equivalence.
- Please label any confidential or proprietary information "CONFIDENTIAL".

**AT&T Response:**

AT&T respectfully requests that information in this document be held confidential by the **City of Hutchins**, to the extent allowed under applicable law and that AT&T be notified of any request to disclose such information and be allowed to participate in any action or take action necessary to protect the information from disclosure.

**B. Checklist****1. Letter of Introduction**

Submit a one (1) page letter that provides the name of the proposing firm, the number of years in business and the primary contact for this RFP.

**2. Qualifications and Experience**

- List the number of years that the Responding firm has been providing 911 services to Texas municipalities.
- List the associates who will play a key role in their implementation, their role for this project, their number of years of relevant/similar experience and relevant qualifications.

**AT&T Response:**

AT&T shall employ and make available at reasonable times an adequate number of appropriately qualified and trained personnel, familiar with the **Customer's** operations and use of telecommunications services, to provide and support the **Customer's** use of the Services in accordance with the terms of AT&T's Response to this RFP. The identities and titles of specific persons, technical expertise, and their availability to provide and support the **Customer's** needs will be separately established by authorized representatives of AT&T, within the parameters of confidentiality limits, upon award of the RFP to AT&T.

Because the assignment(s) for specific tasks are not made until the contract is awarded, specific name(s) and biographical information for specific tasks cannot be supplied at this time. The required documentation will be furnished if AT&T is your vendor of choice.

- List the municipalities in Texas for whom the Responding firm has performed similar work in the last two (2) years. Include a contact name, title, phone number and email address.

**3. Proposed Solution**

- Provide the name and a brief description of the solution (hardware and software) that you are proposing for this contract.
- Provide the number of Texas municipalities where this is being used.
- Is this solution directly compatible with the City's current IT infrastructure or would additional hardware/software/services be required before implementation could start?

**4. *Project Approach***

- Briefly state your understanding of this project and how you would manage implementation, from project kickoff to go-live.
- Provide a proposed project timeline, from project kickoff to go-live
- Briefly describe the amount of City staff time that will be required during each phase of the project. Respondents may add this to the timeline document if they wish.
- List the subcontractors that will be working on this project and any HUB/MBWE certifications

**5. *Cost Proposal Worksheet* - this form is exempt from the page limit requirement**

**6. *Required Forms* – this section is exempt from the page limit requirement Please complete these forms and return them with your proposal. Failure to return these forms may disqualify your proposal.**

- Attachment A – Contractor Certification
- Attachment B – Environmental Compliance and Safety Record Questionnaire
- Attachment C – HUB Certificate
- Attachment D – Conflict of Interest Questionnaire
- Attachment E – Subcontractor Listing Form
- Attachment F – Certificate Regarding Debarment
- Attachment G – Residence Certification
- Attachment H – Compliance with Federal and State Laws

**END OF SECTION**

