

**COASTAL BEND COUNCIL OF  
GOVERNMENTS, CORPUS  
CHRISTI, TEXAS**

**REQUEST FOR PROPOSAL  
FOR  
PURCHASE AND INSTALLATION OF NEXT GENERATION  
9-1-1 CALL HANDLING SYSTEM**

**RFP # [23-911-V03](#)**

**DUE [April 7, 2023](#)**

**REQUEST FOR PROPOSAL # 23-911-V03**  
**PURCHASE AND INSTALLATION OF 9-1-1 CALL HANDLING SYSTEM TABLE**  
**OF CONTENTS**

1. VENDOR ACKNOWLEDGEMENT FORM.....2

2. SCHEDULE OF EVENTS..... 3

3. BACKGROUND.....4

4. SCOPE OF SERVICES ..... 5

5. PROPOSAL FORMAT .....9

6. EVALUATION METHOD ..... 11

7. GENERAL GUIDELINES & ADDITIONAL INFORMATION.....13

8. SPECIAL TERMS AND CONDITIONS ..... 16

9. ATTACHMENTS A - I ATTACHED SEPARATELY

**COASTAL BEND COG  
VENDOR ACKNOWLEDGEMENT FORM  
REQUEST FOR PROPOSAL (RFP)  
RFP NUMBER : [ 23-911-V03 ]  
RFP TITLE: PURCHASE AND INSTALLATION OF NEXT GENERATION (NG),  
EQUIVALENT 9-1-1 CALL HANDLING SYSTEM  
DATE DUE: [APRIL 7, 2023 ] DUE NO LATER THAN 5:00 P.M., CST**

RFP's will be opened at the Coastal Bend COG offices located at 2910 Leopard Street, Corpus Christi, TX 78408 (as per Purchasing Dept. clock) on deadline due date. RFPs received later than the date and time above will not be considered.

**RETURN RFP TO:**

Please submit RFP as a pdf to [noel@coastalbendcog.org](mailto:noel@coastalbendcog.org)

Please direct all inquiries about this RFP to Noel Esquivel

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

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

\_\_\_\_\_  
COG, State, Zip Code:

\_\_\_\_\_  
County

\_\_\_\_\_  
Federal Employer Identification Number

Telephone No. \_\_\_\_\_

E-mail \_\_\_\_\_

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

Signature: \_\_\_\_\_

## RFP SCHEDULE OF EVENTS

Listed below are important dates and times by which the actions noted must be completed. If the COG finds it necessary to change any of the deadline dates or times, the change will be accomplished by addendum. **All dates are subject to change.**

<b><u>Action</u></b>	<b><u>Completion Date</u></b>
Date of Solicitation Issuance	<a href="#">March 1, 2023</a>
Pre-Submission Conference:	N/A
Questions due to CBCOG (by 5pm)	<a href="#">March 10, 2023</a>
Deadline for Submitting RFP/Bids	<a href="#">April 10, 2023</a>
Selection Committee Review & Evaluation	<a href="#">April 17-21, 2023</a>
Recommendation to Advisory Committee and Contract Negotiation	<a href="#">May 3, 2023</a>
CBCOG Award Approval	<a href="#">May 26, 2023</a>
Proposal Execution/Project Performance Start Date	Upon completion of the signed Service Agreement Contract
Project Performance End Date	December 31, 2024

## **BACKGROUND**

Coastal Bend Council of Governments (CBCOG) is located in the Corpus Christi, TX and covers 11 counties: Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleberg, Live Oak, Nueces, Refugio, and San Patricio. As of 2017, the COG region has a population of 595,484. The region covers approximately 11,823 square miles.

CBCOG oversees the call-handling equipment and related items for 17 Public Safety Answering Points (PSAPs)/Emergency Communications Centers (ECC's). Approximately, 171,493 9-1-1 total calls were done in the CBCOG ECC's region in 2022.

The current VIPER system consists of two local and geo-redundant multi-node Hosts, 15 Remote PSAPs, and a total of 42 call-taking positions. The VIPER system is currently connected to the AT&T NG ESInet for call-routing and ALI.

## **SCOPE OF SERVICES**

### **A. Purpose**

1. CBCOG is seeking a qualified experienced public sector vendor, per H-GAC EC07-20 contract pricing requirements, to implement and maintain a similar or equivalent NG 9-1-1 call handling system for all PSAPs in the CBCOG program. Any aspects of service not addressed in the Scope of Services are left for the Proposer to address. The Proposer shall specifically state key estimating assumptions, technology infrastructure services assumption, responsibilities of Proposer, responsibilities of the CBCOG, and related deemed out of scope of the proposal.
2. All hardware proposed should be considered (top tiered) and not be within 5 years to reach “end of life” with the manufacture.
3. The system will need to be able to accommodate present and future growth of positions.
4. CBCOG desires to implement a similar or equivalent 9-1-1 Call Handling Equipment (CHE) with 9-1-1 Mapping.

### **B. Scope**

1. The objectives of the requirements needed of 9-1-1 CPE for the vendor are as follows:
  - a. Provide a hardware refresh for all CBCOG PSAPs, with the latest software versions.
  - b. Maintain the level of Next Generation 9- 1-1 (NG911) call handling platform that will easily accommodate present and future growth requirements and provide NG911, (i.e. text, multimedia, and telematics.)

- c. Provide a system that meets National Emergency Number Association (NENA) standards for next generation services.
- d. Distribute emergency call delivery to both Host controllers for delivery to all PSAPs in an active-active configuration.
- e. Provide remote monitoring and response functionality.
- f. Provide remote and on-site maintenance for the 9-1-1 call handling solution.
- g. The proposer shall prepare and provide onsite training for end users and administrators. The proposer shall provide training manuals for software and hardware and all added applications.
- h. The proposer's firm shall be an approved vendor and must be able to provide trained, certified, and experienced public sector resources that are able to successfully perform all tasks and assignments required and derived from the Scope of Services and this RFP. CBCOG reserves the right, at its sole discretion, to reject any individual deemed inappropriately qualified for any task or assignment and the Proposer may propose a qualified alternate.
- i. Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by CBCOG to reimburse any individual or firm for any costs incurred in preparing or submitting proposals providing additional information when requested by CBCOG, or for participating in any selection interviews. CBCOG reserves the right to reject any or all bids/proposals, and to waive any informalities.
- j. The submission date and time are critical; and bid/proposal not received within the stated deadline may be rejected by the COG.

### **C. General Requirements**

1. The proposed system shall be purpose built for mission critical 9-1-1 call handling. There should be NO SINGLE POINT of failure to interrupt call processing from the call ingress point to the call answering point.
2. The proposed system must have both local and geo-diverse redundancy.
3. The proposed system shall be engineered such that if a component or software service fails it may be replaced or corrected without loss of call taking operations. Such unscheduled outages will not interrupt call taking operations.
4. The proposed system shall be engineered such that a system update or upgrade shall not take the system out of service. Such scheduled outages will not interrupt call taking operations.
5. The proposed system shall offer voice and text (SMS) call processing on a single integrated desktop user interface. No over the top (or web based) SMS solutions will be considered.
6. The vendor shall warrant compliance with known applicable standards at the time of the system acceptance and shall provide regular updates to the system as may be required to meet evolving standards for the duration of the contract.
7. The mapping solution must have the ability to integrate with enhanced location technology such as RapidSoS to narrow down the location of the caller.
8. The mapping solution shall integrate seamlessly with the proposed Call Processing Equipment (CPE) system so that both can cohabitate on the call handling workstation and receive location information from the telephony application.
9. The mapping solutions shall be displayed on a separate monitor.
10. The vendor shall provide a turnkey system with full local and geographic redundancy at two different locations, in an active-active configuration.
11. The Vendor shall provide a designated Project Manager for program planning; direction, structure and controls in order to provide superior service and to ensure all scope requirements and specifications are strictly adhered to. The project Manager's primary act will be to prepare a comprehensive management plan for COG project personnel.
12. The Vendor shall provide a detailed description of the solution and any relevant diagram(s) with the proposal, including a discussion of the system's architecture and its ability to provide the service required by CBCOG.
13. All exceptions to these specifications must be clearly stated



14. Upon receipt of all bids/proposals, CBCOG will accept the proposal submitted by the qualified bidder providing the best value to the COG. The COG will then negotiate a contract with the successful bidder on terms acceptable to the parties.

#### **D. References**

1. The vendor shall provide at least three (3) references with similar size and scope of the RFP.
2. The references provided must have had the system installed within the past 36 months.
3. The reference information should include the following:
  - a. Agency name, contact name, mailing address, telephone number, and email address must be provided for each reference.
  - b. A brief description of the size and the type of system to demonstrate the relevance of the reference must be provided for each reference.
4. CBCOG reserves the right to request and/or obtain additional information as required.

## **PROPOSAL FORMAT**

Proposers must submit one pdf copy of their proposal via email to [noel@coastalbendcog.org](mailto:noel@coastalbendcog.org)

It shall be the responsibility of the contractor to ensure their proposal reaches CBCOG prior to the date/time for the opening, regardless of which submission method is used.

The proposal should be divided into tabbed sections with references to all parts of this Request for Proposal (RFP) done on a section number/paragraph number/letter basis. The sections shall be named the following:

- 1) Required Submittals
- 2) Project Understanding and Technical Approach
- 3) Personnel
- 4) Insurance Requirements
- 5) Price Proposal
- 6) Forms

### **1. Required Submittals:**

A. **Letter of Transmittal:** This letter will summarize in a brief and concise manner the Service Provider's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Service Provider, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Service Provider must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.

B. **Type of Business:** The Service Provider shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Service Provider shall identify whether the business entity is incorporated in Texas, another state, or a foreign country.

C. **FEIN:** Provide the **Federal Employer Identification Number** of the Service Provider.

### **2. Project Understanding and Technical Approach:** Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Service Provider will approach the project and the methodology to be used to perform the services described in the Scope of Services.

### **3. Personnel:** A list of personnel assigned to the COG in the event of contract activation. Information shall be presented in tabular form. The list shall include but is not limited to:

- A. Contact persons, including telephone numbers and e-mail address
- B. Project manager – must have five (5) years experience
- C. Operations manager – must have three (3) years of experience
- D. Other key personnel assigned to the project/this Agreement.

Changes to personnel listed on the proposal at the time of an event must be communicated to the COG and are subject to approval by the COG. CBCOG also reserves the right to request the substitution of any personnel as the COG deems necessary.

4. **Insurance Requirements:** See “General Guidelines & Additional information, page 13”
5. **Price Proposal:** The Service Provider shall submit the Cost Proposal form included in this RFP.
6. **Forms:** Proposal submittals must include the following completed forms:

Attachment A – Cost Proposal Form

Attachment B – Certification of Compliance with Federal Standards and Requirements

Attachment C – Conflict of Interest Letter and Questionnaire (if applicable)

Attachment D – W-9

Attachment E – Certification Regarding Debarment

Attachment F – Certificate of Interested Parties Form

Attachment G – Residence Certification

Attachment H – Affidavit

Attachment I – Compliance with Federal and State Laws

Attachment J - HUB Subcontracting Plan (HSP) which can be provided at <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

## **EVALUATION METHOD**

Proposals will be evaluated and scored by the Proposal Evaluation Committee based on the scoring criteria as outlined in this document.

The Evaluation Committee will review all proposal materials. The selection committee **may** invite any number of the highest rated firms to participate in onsite interviews. All expenses related to the participation in the onsite interviews are the responsibility of the consultant with no obligation to the COG. The decision to interview and the number of firms to interview is at the sole discretion of the evaluation committee. The interview (if required) will be evaluated and scored, and this score will be added to the overall score. The Respondent(s) with the highest score(s) will be recommended for award contingent upon approval by the COG Advisory Committee. The COG reserves the right to negotiate with the selected firm(s) for rates and concessions that are in the best interest of the COG. Upon the COG's award of the contract, the COG will present a contract for execution to the selected consultant(s). If execution of this contract with the selected Respondent(s) is unsuccessful, the COG will negotiate with the second ranked Respondent(s) and so on until a satisfactory agreement has been reached.

There will be no bias in terms of a solution and/or a solution framework so as to afford all consultants an even playing field when the proposals are evaluated. The COG reserves the right to ask for additional information and clarification from or about any or all Respondents.

Please make sure the contact information for the references you provide is correct. References are usually contacted via e-mail and it is very important that they reply in a timely manner.

The Evaluation Committee will review all proposals by the Opening date and time as part of a documented evaluation process. For each decision point in the process, the COG will evaluate contractors according to specific criteria and will elevate a certain number of contractors to compete against each other. The proposals will be evaluated on the following criteria.

The COG will use a competitive process based on "selection levels." The COG recognizes that if a contractor fails to meet the expectations during any part of the process, it reserves the right to proceed with the remaining contractors or to elevate a contractor that was not elevated before. The selection levels are described in the following:

### **LEVEL 1 – CONFORMANCE WITH MANDATORY SUBMITTAL REQUIREMENTS**

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. At the COG's discretion, proposers may be contacted to submit clarifications or additional information within two (2) business days. Criteria assessed during Level 1:

- Conformance with RFP guidelines and submittal requirements.

## LEVEL 2 – DETAILED PROPOSAL ASSESSMENT

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this level. Proposals elevated to Level 2 may be asked to respond in writing to issues and questions raised by the COG, as well as any other cost and implementation planning considerations in the proposal. Proposals may earn up to 130 Points based on all evaluated criteria

### EVALUATION CRITERIA FOR LEVEL 2

The following criteria and weights shall be utilized in the evaluation of the proposals:

CRITERIA	MAXIMUM POINTS
<i>PROPOSAL MEETS SPECIFIED SCOPE OF SERVICES REQUIREMENTS</i>	35
<i>EXPERIENCE</i>	30
<i>PAST PERFORMANCE</i>	20
<i>TIME OF COMPLETION</i>	20
<i>PRICE PROPOSAL</i>	25

## LEVEL 3 – BEST AND FINAL OFFER

Respondents who are susceptible of receiving an award may be elevated to Level 3 for Best and Final Offer. Respondents may be asked to respond in writing to issues and questions raised by the COG, as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals may be reevaluated based upon criteria in Level 2. Based on the result of Best and Final Offer evaluation, respondent(s) will be identified as finalist(s) for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the COG, it reserves the right to contact any of the other respondents that have submitted proposals and enter into negotiations with them.

## **GENERAL GUIDELINES & ADDITIONAL INFORMATION**

- A. **No Gratuities.** Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the COG for the purpose of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.
- B. **All Information True.** Respondent represents and warrants to the COG that all information provided in the response shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the COG for consideration in the selection process shall be excluded.
- C. **Confidential Material.** Any material that is to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by the COG to the extent allowed by law. Submission of information relative to this RFP shall not be released by the COG during response evaluation process or prior to contract award. Respondents are advised that the confidentiality of their submittals will be protected to the extent permitted by law. Respondents are advised to consider the implications of the Texas Open Records Act, particularly after the response process has ceased and the contract has been awarded. Trade secrets and any material that is considered as confidential in nature must be clearly marked and identified as such by the Respondent at the time of response submittal and will be treated as confidential by the COG to the extent allowed by the Texas Local Government Code Chapter 252.049 and the Texas Open Records Act. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary/confidential information will result in all unmarked sections being deemed non-proprietary upon public request.
- D. **Late Submittals.** Submittals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The COG is not responsible for lateness of the mail, postal carrier, courier, etc.
- E. **Addenda.** Any interpretations, corrections, or changes to this RFP will be made by addenda. Sole issuing authority shall be vested in the COG. Addenda may be obtained from the COG website: <https://txregionalcouncil.org/regional-council/coastal-bend-council-of-governments/> or <https://coastalbendcog.org/>. It is the Respondent's responsibility to obtain all addenda issued from the COG website. Failure to acknowledge receipt of addenda and submit with vendor's response may result in disqualification of the response.
- F. **Interviews.** After the initial evaluation of the submittals, Respondents will be notified by email of their status in the selection process. Respondents who are "short-listed" should expect and anticipate subsequent interviews which will most likely focus not only on the Respondent's program approach but also on an appraisal of the people who would be directly involved in the Project.

- G. **Inquiries.** Please direct all inquiries about this RFP to **noel@coastalbendcog.org**. Do not contact the COG or elected officials during the selection process to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.
- H. **Cost of Responses.** The COG will not be responsible for the costs incurred by anyone in the submittal of responses and interviews.
- I. **Contract Negotiations.** This RFP is not to be construed as a contract or as a commitment of any kind. If this RFP results in a contract offer by the COG, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the Project, the COG intends to make the inclusion of a "key persons" clause a part of the contract negotiations. Fair and equal treatment will be shown to all Respondents with respect to any opportunity for discussion and revision of responses. Such revision may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.
- J. **No Obligation.** The COG reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate responses; (4) accept any submittal or portion of submittal; (5) reject any or all Respondents submitting responses, should it be deemed in the COG's best interest; or (6) cancel the entire process.
- K. **Equal Opportunity Employer.** The selected provider agrees that, during the term of the contract, they shall not engage in any employment practices which have the effect of discriminating against any employee or applicant for employment on the basis of race, color, religion, national origin, sex, age, or handicap; further, the successful Respondent will take affirmative steps that applicants are treated and employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap.
- L. **Required Forms and State Contract Requirement.** As required by Chapter 176 of the Texas Local Government Code, Respondents shall complete Form CIQ, Conflict of Interest Questionnaire (attached to this RFP as Attachment F) and include it at the end of the original submittal response. State law requires a vendor that wishes to conduct business or be considered for business with a COG to file this form, which was created by the Texas Ethics Commission. In addition, the Vendor Acknowledgement Form contained in this RFP (Page 2) should also be completed and included in this Section.

Please sign and return the compliance agreement (Attachment M) which addresses the State of Texas House and Senate bills discussed below.

HB 1295: Beginning January 1, 2016, state law requires awarded vendors contracting with the COG to complete and submit the Certificate of Interested Parties (Form 1295). This form is located on the Texas Ethics Commission website and should be completed and submitted upon notification of pending award at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

HB 89: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the COG from entering into a contract with the contractor. Effective 9/17/19 (per HB 793), HB 89 excludes sole proprietorship vendors and applies only to a company with 10 or more full time employees and contracts with a value of \$100k or more. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

SB 252: Beginning September 1, 2017, a governmental entity may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The Texas State Comptroller maintains a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Inclusion on this list will prevent the COG from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

- M. Certificate of Insurance.** Prior to the award of the contract the selected Respondent must furnish and place on file in the Purchasing Office an insurance certificate in compliance with the following requirements.

The vendor and all subcontractors, at their own expense shall provide and maintain insurance with a company licensed to do business in Texas as follows:

1. Worker's Compensation as required by all federal, state, maritime or other laws including employer's liability with a limit of at least \$500,000.
2. Comprehensive general liability including contractor's liability, contingent liability, contractual liability, completed operation and product liability all on the occurrence basis with personal injury coverage of:
  - a. Personal injury each person \$1,000,000
  - b. Each occurrence \$1,000,000
  - c. Property damage \$1,000,000
3. Comprehensive automobile liability including non-ownership and hired car coverage as well as owned vehicles:
  - a. Bodily injury each person \$1,000,000
  - b. Each occurrence \$1,000,000
4. The contractor and all subcontractors in connection with the above-mentioned insurance shall furnish to the owner duly executed forms showing proof of insurance naming the COG as additional insurance and that insurance is in full force prior to commencement of the contract.
  - a. Umbrella liability limit of liability \$1,000,000

**N. Required Federal Contract Provisions**

See Attachment B.



## **SPECIAL TERMS AND CONDITIONS**

### **Contract Requirements:**

The following contract terms shall apply to the work intended to be awarded pursuant to this RFP. The term "Service Provider" shall mean and refer to the successful Bidder. To the extent that any of the contract terms contained in this section conflict with the scope, requirements, standards, general conditions, or Federal provisions applicable to the Project, the more stringent requirement shall govern. To the extent that any of the contract terms contained in the RFP conflict with those of the awarded, executed contract, the more stringent terms shall govern.

#### **A. Contract Provisions**

The federal regulations and standards applicable to the required work are set forth in Attachment I, Certification of Compliance with Federal Standards and Requirements, and incorporated herein as part of this RFP. The Service Provider shall be required to comply with the federal terms and conditions listed under Attachment I, Certification of Compliance with Federal Standards and Requirements, which shall apply to and govern all work and services provided under the contract. Any firm awarded a contract as a result of this RFP will be required to sign a contract containing the COG's contract provisions, which adhere to and include, but are not limited to, all required federal contract provisions as required of any federally-funded work. These provisions shall be substantial as they appear in Attachment I, Certification of Compliance with Federal Standards and Requirements. In accordance with 2 CFR 200.326, contracts executed by the COG which are funded in whole or in part by federal grant monies shall contain the applicable provisions described in 2 CFR Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

#### **B. Subcontractor**

The COG must approve the actual subcontractors prior to their use. Bidder must verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal ID tax number, debarment status, and state licensing requirements. The Service Provider assumes responsibility for the performance of the subcontractor; therefore, bidders are urged to closely scrutinize subcontractors. The Service Provider is encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers.

#### **C. Failure to Comply**

Failure to comply with any part of the provisions shall constitute a material breach of the contract. The event of such a breach may result in compensation being withheld or suspended, termination of the contract, or suspension or debarment of the Service Provider. The Service Provider shall also be liable for all damages available under 2 CFR Part 200 and statutes and regulations related to the formation and execution of the contract.

#### D. Termination for Cause

The contract may be Terminated for Cause due to actions by the Service Provider, i.e., failure to perform, financial difficulty, slipped schedules, etc. In certain instances, the termination settlement may include re-procurement costs to be paid by the Service Provider. The COG reserves the right to terminate the contract for default if Service Provider breaches any of the terms herein, including warranties of Service Provider or if the Service Provider becomes insolvent or commits acts of bankruptcy. Such right of Termination is in addition to and not in lieu of any other remedies which the COG may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the COG's satisfaction and/or to meet all other obligations and requirements.

ATTACHMENT A



Coastal Bend  
Council of Governments



**BID 2023-01 PURCHASE AND INSTALLATION OF NEXT GENERATION 9-1-1 (NG911)  
CALL HANDLING SYSTEM**

Proposal of \_\_\_\_\_, a corporation licensed to do business in the State of Texas, is shown on the following pricing sheet.

Vendor hereby attests by signature that he/she has read and will comply with all provisions of this solicitation.

Vendor must submit detailed price quote with bid response.

Total for Hardware & Software: \$ \_\_\_\_\_

Total for Implementation Services: \$ \_\_\_\_\_

Total for Recurring Services:

Year 1 \$ \_\_\_\_\_

Year 2 \$ \_\_\_\_\_

Year 3 \$ \_\_\_\_\_

Year 4 \$ \_\_\_\_\_

Year 5 \$ \_\_\_\_\_

Submitted by:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed name & title)

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

Company Address \_\_\_\_\_

\_\_\_\_\_

## ATTACHMENT B - CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

The undersigned [Service Provider] certifies, to the best of his or her knowledge that,

Service Provider company or legal entity responding to this RFP, understands and is in compliance with the applicable federal standards and regulatory requirements, including but not limited to those specified in Title 2 Code of Federal Regulations 200.326 and 2 C.F.R. 200 Appendix II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and those listed below, and agrees to pass through these requirements to its subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. **Service Provider must review each regulatory requirement and sign below.**

**A. ACCESS TO RECORDS & RECORD RETENTION**

Service Provider agrees to comply with 2 CFR 200.336 and provide CBCOG, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the successful Service Provider(s) which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. Successful Service Provider shall maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.

**B. ACCESSIBILITY**

Service Provider agrees to comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Service Provider must comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABAA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

**C. BYRD ANTI-LOBBYING AGREEMENT**

Service Providers who apply or bid for an award of more than \$100,000 shall file the required certification. 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.

**D. CIVIL RIGHTS ACT OF 1964 (TITLE VI 42 U.S.C. § 2000D)**

Service Provider agrees to comply with Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), which prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

**E. CLEAN AIR ACT & THE FEDERAL WATER POLLUTION CONTROL ACT**

If at any time during the contract term funding to contract exceeds \$150,000, Service Provider agrees to comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Service Provider agrees it shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR. For any subcontractors under this contract receiving contracts in excess of \$150,000 Service Provider agrees to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**F. CONTRACT WORK HOURS & SAFETY STANDARDS ACT**

Service Provider agrees to comply with the Contract Work Hours and Safety Standards Act. For any contract awarded under this contract opportunity in excess of \$100,000, that contract shall be a covered transaction for purposes of compliance with the 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).

**G. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- H. **COST PLUS CONTRACTING PROHIBITED**  
Service Provider agrees to comply with the prohibition against cost- plus-a-percentage-of-cost (CPPC) contracting. Pursuant to 2 CFR 200.323(d), Service Provider agrees to never use cost plus a percentage of cost and percentage of construction cost methods of contracting, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.
- I. **DAVIS-BACON & RELATED ACTS**  
When applicable, Service Provider agrees to comply with the Davis-Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis- Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 3 and part 6). In accordance with the statute, Contractors are 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.
- J.. **DEBARMENT AND SUSPENSION**  
Service Provider affirms that it is not debarred nor suspended from receiving federally-funded awards. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.
- K. **DOMESTIC PREFERENCE FOR PROCUREMENTS**  
Service Provider agrees to comply with 2 CFR Section 200.322 Domestic preference for procurements which gives preference for 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).
- L. **ENERGY EFFICIENCY**  
Service Provider agrees to comply with the standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- M. **EQUAL EMPLOYMENT OPPORTUNITY**  
Service Provider agrees to comply with the Equal Opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). Service Provider agrees it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Service Provider agrees to 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.
- N. **EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES**  
Service Provider agrees to comply with the requirements of the equal opportunity clause at 41 CFR 60-741.5(a). This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities. Service Provider agrees to include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor.
- O. **EQUAL EMPLOYMENT OPPORTUNITY FOR VETERANS**  
Service Provider agrees to comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions (41 CFR 60.300). Service Provider agrees it shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran in regard to any position for which the employee or applicant for employment is qualified. Service Provider agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices. Service Provider shall include the Equal Employment Opportunity for VEVRAA Protected Veterans clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract).
- P. **FAIR LABOR STANDARDS ACT**  
Service Provider agrees to comply with the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.). Service Provider warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.
- Q. **FLOOD DISASTER PROTECTION ACT OF 1973**  
Service Provider agrees to comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.
- R. **HOLD HARMLESS AGREEMENT**  
Service Provider agrees to indemnify, defend, and hold harmless CBCOG from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. The successful Service Provider shall procure and maintain, with respect to the subject matter of this Request for Proposals, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Request for Proposals. Certification of such coverage must be provided to the City upon request.
- S. **LEAD BASED PAINT**  
When applicable, Service Provider agrees to comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part

35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Agreement, which relate to residential structures.

**T. LEGAL/CONTRACTUAL/ADMINISTRATIVE REMEDIES FOR BREACH OF CONTRACT**

Failure of the Service Provider to comply with any of the material provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the City may terminate the contract, and in addition, pursue any remedies available at law, in equity, or as otherwise specified in this Contract.

**U. NON-COLLUSION**

Service Provider agrees to comply with The Sherman Act, which prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Service Provider agrees that it has not in any way directly or indirectly: Colluded, conspired, or agreed with any other person, firm, corporation, Service Provider or potential Service Provider to the amount of this contract opportunity or the terms or conditions of this contract opportunity; Paid or agreed to pay any other person, firm, corporation Service Provider or potential Service Provider any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the contract opportunity; or Assembled in coordination with any other organization in an attempt to fix the price of the work.

**V.. PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES**

Service Provider agrees to comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors who are awarded contracts with the City are required to take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBES).

**W. POTENTIAL CONFLICT OF INTEREST**

In accordance with 2 CFR 200.112, Service Provider agrees to comply with disclosure requirements pursuant to Texas Local Government Code, Chapter 176. Service Provider agrees not to use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us)) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date Service Provider becomes aware of facts that require the statement to be filed.

**X. PREVAILING WAGES**

When applicable, Service Provider agrees to comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. In accordance with the statute, Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis-Bacon wages, as applicable. If both Texas prevailing wages and Davis-Bacon provide rates for a particular class, Contractors must pay the greater wage rate.

**Y.. PROCUREMENT OF RECOVERED MATERIALS**

Service Provider agrees to comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any Contractors awarded under this contract opportunities are subject to the requirements of Section 6002.

**Z. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS**

Service Provider agrees to comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which applies to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

**AA. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

Service Provider agrees to comply with 2 CFR Section 200.216 Prohibition on certain telecommunications which applies to specific "Covered Telecommunications Equipment or Services.

**BB. RESTRICTIONS ON PUBLIC BUILDINGS & PUBLIC WORKS PROJECTS**

Service Provider certifies by the submission of its Proposal that it:

- Is not a Contractor of a foreign country included on the USTR list.
- Has not and will not enter into any subcontract with a subcontractor of a foreign country included on the USTR list.

Will not provide any product of a foreign country included on the USTR list.

**CC. TERMINATION FOR CAUSE OR CONVENIENCE**

CBCOG may at any time terminate the contract and Contractor's services and work for the public convenience.

If requested by CBCOG, Service Provider agrees to provide their policy and/or documentation verifying compliance with each of the above listed regulatory requirements.

---

Printed Name and Title of Service Provider's Authorized Official

---

Signature of Service Provider's Authorized Official

---

Date

## CERTIFICATION

### APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. 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.

The Contractor, \_\_\_\_\_, 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## **ATTACHMENT C- CONFLICT OF INTEREST QUESTIONNAIRE**

### **TO ALL VENDORS CONDUCTING BUSINESS WITH CBCOG:**

#### **RE: DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION**

Chapter 176 is an ethics law that was enacted by HB 914 in 2005. It requires certain local government officials to disclose employment and business relationships with vendors who conduct business with local government entities. After the law was implemented, city officials and others realized that it created several unintended consequences. Consequently, the bill's author sought an opinion from the Texas Attorney General to clarify many provisions of Chapter 176. In response, the Attorney General's Office released Opinion Number GA-0446, which indicated that changes to the law would be desirable. In response, the legislature passed HB 1491 during the 2007 regular legislation session. The bill became effective on May 25, 2007.

Chapter 176 defines a "vendor" as any person who enters or seeks to enter into a contract with the city. The term also includes an agent of a vendor.

Local government officers subject to this law are a city council member, director, superintendent, administrator, president, city manager, or any other person who is designated as the executive officer of the local government entity. A municipal officer's family member would include the officer's spouse, father, mother, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, or step-child.

The law applies to any written contract for the sale or purchase of real property, goods, or services. A contract for services would include one for skilled or unskilled labor, or for professional services.

A vendor is required to file a conflict of interest questionnaire if the vendor has a business relationship with the city and has:

- 1) an employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or
- 2) has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.

A vendor is required to file a questionnaire not later than the seventh business day after the later of the following:

- 1) the date the vendor begins discussions or negotiations to enter into a contract with the city or submits an application or response to a bid proposal; or
- 2) the date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.

Enclosed is a Conflict of Interest Questionnaire for vendor or other person doing business with local government entity.

Completed questionnaire forms are to be directed to the address shown below.

**Coastal Bend COG  
2910 Leopard Street  
Corpus Christi, TX 78408**

For a copy of forms CIQ and CIS, visit: <https://www.ethics.state.tx.us/forms/conflict>

**The form CIQ can also be found as part of this attachment.**

The vendor acknowledges by doing business or seeking to do business with CBCOG that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with CBCOG who does not comply with this practice may risk award consideration of any City contract.



# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

**Name of vendor who has a business relationship with local governmental entity.**

☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**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

**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.**

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).

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **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.

**ATTACHMENT D**

Submit a completed W-9 Form

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> D Individual/sole proprietor or single-member LLC  <input type="checkbox"/> D Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> D Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

8 Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	9 Social security number  <b>Employer identification number</b>
--	---

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Signature of U.S. person	Date
--------------------------	------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) ...	THEN check the box for ...
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/Vestate	Trust/Vestate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1- An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2- The United States or any of its agencies or instrumentalities

3- A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4- A foreign government or any of its political subdivisions, agencies, or instrumentalities

5- A corporation

6- A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7- A futures commission merchant registered with the Commodity Futures Trading Commission

8- A real estate investment trust

9- An entity registered at all times during the tax year under the Investment Company Act of 1940

10- A common trust fund operated by a bank under section 584(a)

11- A financial institution

12- A middleman known in the investment community as a nominee or custodian

13- A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A-An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

8- The United States or any of its agencies or instrumentalities

C-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E-A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F-A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

H-A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J-A bank as defined in section 581

K-A broker

L-A trust exempt from tax under section 664 or described in section 4947(a)(1)

M-A tax exempt trust under a section 403(b) plan or section 457(9) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (granter is also trustee)	The grantor-trustee
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(Q)(B))	The trust

- List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- Circle the minor's name and furnish the minor's SSN.
- You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.



The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS., forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer **MSA**, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## ATTACHMENT E – 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.

\_\_\_\_\_  
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: 2023 01

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: \_\_\_\_\_

## ATTACHMENT F – CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

### The Filing Process:

1. Prior to award by CBCOG, your firm will be required to log in to the Texas Ethics Commission <https://www.ethics.state.tx.us/filinginfo/1295/> and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a “Certificate number”. Your firm must print, sign and notarize Form 1295.
3. Within **ten (10) business days** from notification of pending award by the CBCOG Purchasing Agent, the completed Form 1295 **must** be submitted.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modifications and/or amendments to a CBCOG contract.

Instructions and information are available at <https://www.ethics.state.tx.us/filinginfo/1295/> or you may call The Texas Ethics Commission at 512-463-5800.

A reference copy of Form 1295 is provided on the following page.

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested Party. ☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address \_\_\_\_\_  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

## ATTACHMENT G – RESIDENCE CERTIFICATION

Pursuant to Texas Government Code, Section 2252.001 *et seq.*, as amended, CBCOG 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 – AFFIDAVIT**

**STATE OF TEXAS  
CBCOG  
AFFIDAVIT**

The undersigned certifies that the RFP prices contained in this RFP have been carefully checked and are submitted as correct and final and if RFP is accepted (within 60 days), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_, who, after having first been duly sworn, upon oath did depose and say; That the foregoing RFP submitted by \_\_\_\_\_, hereinafter called "Proposer" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Proposer affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Proposer. The Proposer is not a member of any trust, pool, or combination to control the price of products or services RFP on, or to influence any person to RFP or not to RFP thereon. I further affirm that the Proposer has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted RFP. The contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

Name and Address of Proposer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

\_\_\_\_\_  
Signature

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

SWORN TO AND SUBSCRIBE BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

## ATTACHMENT I – COMPLIANCE WITH FEDERAL AND STATE LAWS

# 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 CBCOG. Failure to do may result in terminating this contract for default.

### 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 CBCOG 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.

### 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 CBCOG prior to award.

---

Authorized Signature

---

Printed Name

---

Company Name