

By signing below, I represent and certify that I am submitting a binding Offer and am authorized to bind the Offeror to fully comply with the Solicitation to which I submit this Offer. I acknowledge that I have received, read, and understood the entire solicitation document packet sections, including any addenda issued, and agree to be bound by its terms.

By submitting this Offer, I certify the following statements are true now and will be for the term of any resulting contract:

1. That my firm and its principals (collectively “we” or “us”) are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.
2. That we have not in any way directly or indirectly:
 - a. Colluded, conspired, or agreed with any other person, firm, corporation, Proposer or potential Proposer to the amount of this Proposal or the terms or conditions of this Proposal.
 - b. paid or agreed to pay any other person, firm, corporation Proposer or potential Proposer 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 attached Proposal or the Proposal of any other Proposer.
3. That we have not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, we have not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Proposers, so as to have an unfair advantage over other Proposers, provided that we may have provided relevant product or process information to a consultant in the normal course of its business.
4. That we have not participated in the evaluation of Offers or other decision making process for this Solicitation and, if we are awarded a Contract, no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with us, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that we may have provided relevant product or process information to a consultant in the normal course of its business.
5. In accordance with Chapter 176 of the Texas Local Government Code, that we:
 - a. do not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income
 - b. have not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve-month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror; and
 - c. do not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.

6. Pursuant to City Council Resolution No. 20191114-056, we are not currently and will not during the term of the Contract engage in practicing LGBTQ+ conversion therapy; referring persons to a healthcare provider or other person or organization for LGBTQ+ conversion therapy; or Contracting with another entity to conduct LGBTQ+ conversion therapy. If the City determines in its sole discretion that we have, during the term of the resulting Contract, engaged in any such practices, the City may terminate this Contract without penalty to the City.
7. Pursuant to Texas Government Code §2271.002, we verify that we do not boycott Israel and will not boycott Israel during the term of the resulting contract.
8. Pursuant to Texas Government Code Chapter 2275, we verify that if we have remote or direct access to communication infrastructure systems, cybersecurity systems, the electric grid, hazardous waste treatment systems, or water treatment facilities as a result of any City contract, that we are not owned by or the majority of stock or other ownership interest of our firm is not held or controlled by:
 - a. individuals who are citizens of China, Iran, North Korea, Russia, or a Governor-designated country; or
 - b. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a Governor-designated country; or
 - c. headquartered in China, Iran, North Korea, Russia, or a Governor-designated country.
9. Pursuant to ERCOT Protocols Section 16.1.4(1)(b), we verify that if we provide Critical Electrical Grid Equipment (CEGE) or Critical Electric Grid Services (CEGS), any CEGE or CEGS we provide were not manufactured, produced, created, or otherwise provided by a Lone Star Infrastructure Protection Act (LSIPA) Designated Company.

Critical Electric Grid Equipment (CEGE). (1) Equipment accessible by means of routable connectivity that, as installed, can be used to gain remote access to or control of ERCOT System Infrastructure, the ERCOT Wide Area Network (WAN), or Market Information System (MIS), if such equipment, if destroyed, degraded, misused, or otherwise rendered unavailable would, within 15 minutes or less of its mis-operation, non-operation, or required operation, adversely impact the reliable operation of ERCOT System Infrastructure. Redundancy of affected facilities, systems, and equipment shall not be considered when determining adverse impact. (2) For Load Resources, this definition only applies to equipment used to send and receive ERCOT telemetry and ERCOT Dispatch Instructions. (3) For purposes of this definition, “reliable operation of ERCOT System Infrastructure” means operating elements of ERCOT System Infrastructure within equipment and electric system thermal, voltage, and stability limits so that instability, uncontrolled separation, or cascading failures of ERCOT System Infrastructure will not occur as a result of a sudden disturbance, including a cybersecurity incident, or unanticipated failure of system elements.

Critical Electric Grid Services (CEGS). Services and software provided by a vendor for the operation, control, monitoring, maintenance, or use of Critical Electric Grid Equipment (CEGE), excluding access specifically allowed by the purchaser for product warranty or support purposes.

ERCOT System Infrastructure. The Transmission Facilities, distribution facilities, Resources, Settlement Only Generators (SOGs), and Emergency Response Service (ERS) Resources that

comprise the ERCOT System and the physical and virtual cyber assets used to control the ERCOT System.

Lone Star Infrastructure Protection Act (LSIPA) Designated Company. An Entity (including an LSIPA Affiliate) that meets any of the company ownership or headquarters criteria listed in Texas Business and Commerce Code, Section 117.002(a)(2)(A)-(b)(2)(B) or Texas Government Code Section 2275.0102(a)(2)(A)-(b)(2)(B).

Lone Star Infrastructure Protection Act (LSIPA) Designated Country. China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure pursuant to Texas Business and Commerce Code, Section 117.003 or Texas Government Code, Section 2275.0103.

Lone Star Infrastructure Protection Act (LSIPA) Affiliate. An Entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the LSIPA Designated Company. For purposes of this definition, “controls,” “controlled by,” or “under common control with” shall mean (1) the ownership of 20 percent or more of the outstanding securities of an Entity or (2) the power of an Entity, directly or indirectly, through one or more intermediaries, to direct the management and/or policies and procedures of another Entity. Ownership by an Entity of equity securities (whether publicly traded or not) of another Entity shall not result in control for purposes of this definition if the holder owns (in its name or via intermediaries) 20 percent or more of the outstanding securities of the Entity, and: (a) the securities are held as a passive investment; (b) the holder does not have representation on the Entity’s board of directors (or equivalent governing body) or vice versa; and (c) the holder does not in fact exercise influence over day-to-day management decisions.

10. Pursuant to Texas Government Code Chapter 2274, we verify that, if we have 10 or more full-time employees: (1) we do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the resulting contract against a firearm entity or firearm trade association.
11. Pursuant to Texas Government Code Chapter 2276, we certify that, if we have 10 or more full-time employees: (1) we do not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

Company Name: _____

Company Address: _____

City, State, Zip: _____

City Vendor Registration No. : _____

Printed Name of Officer or Authorized Representative: _____

Title of Officer or Authorized Representative: _____

Email Address: _____

Phone Number: _____

Signature of Officer or Authorized Representative: _____ **X**

Date: _____

ACCEPTANCE BY THE CITY

For City Staff only. The City will complete and sign this section only if the City accepts the Offer.

Contract Number:	
Effective Date:	
Printed Name of City's Authorized Procurement Staff:	
Title of City's Authorized Procurement Staff:	
Signature:	
Date:	
Email:	
Phone:	

ACCEPTANCE: The Offer is hereby accepted. Contractor is now bound to sell the materials or services specified in the Contract.

EMPLOYER CERTIFICATION WAGE THEFT ORDINANCE – RESPONSIBILITY CRITERIA

WAGE THEFT

Any Employer that submits an offer to the City seeking award of a city contract prior to awarding a contract are required to certify that they have not been adjudicated for certain offenses related to wage theft. See City of Austin Ordinance No. 20221201-031. “Wage theft” and “adjudicated” are to be understood per the definitions set forth in Austin City Code Chapter 4, § 4-22-1 (G) and (H).

Solicitation or Agreement Title: RFQS 9100 EAB4005 - X-Ray Imaging,
Interpretation, and Consultation Services

Solicitation Posting Date or Agreement Start Date: Upon Contract Execution

All Employers are required to complete the City of Austin Wage Theft Training within 30 days of being awarded a contract with the City. Contact the Wage Compliance Team to register for a class.

I hereby certify, under penalty of perjury under the laws of the State of Texas, that the below certification is true and correct and that I am authorized to make the following certification on behalf of the firm listed herein.

CERTIFICATION:

This firm has NOT been adjudicated for wage theft related incidents as defined in Austin City Code Chapter 4, § 4-22-1 (G) & (H) within five (5) years prior to the above-stated date. Furthermore, this firm agrees to abide by the items outlined in Section 4-22-5 (B) and Section 4-22-6 (A) of the Austin City Code.

**Firm
Name:**

Name of Employer - Print Full Legal Entity Name of Firm

Signed:

Signature of Authorized Person

Print Name of Person Making Certification for Firm

Title:

Title of Person Making Certificate

Place:

Print City and State Where Signed

Date:

EMPLOYER CERTIFICATION – WAGE THEFT PROGRAM

If you have questions or need more information, contact us at wagetheft@austintexas.gov

**CITY OF AUSTIN
RFQS 9100 EAB4005
X-RAY IMAGING, INTERPRETATION, AND
CONSULTATION SERVICES**

Unless exceptions are explicitly stated below, the Offeror accepts all terms and conditions set forth in the solicitation without revision. Any exceptions must be clearly identified, accompanied by proposed alternative language and a written justification for each exception. Exceptions submitted after the proposal closing date and time indicated on the Solicitation Offer Sheet or included within the Offer but not listed on this form will not be considered.

Offerors who accept or demonstrate the highest responsiveness to the City's Standard Procurement Terms and Conditions will receive favorable consideration during the evaluation process. The City's evaluation team may factor this into the scoring of Offers, as outlined in the Solicitation Instructions. Failure to accept the standard contract terms may result in the City awarding the contract to the next most qualified Offeror.

The City, at its sole discretion, may negotiate exceptions that do not result in material deviations from the requirements outlined in the solicitation documents. Exceptions deemed to be material, as determined by the City, may render the Offer non-responsive. The successful Offeror will be required to execute the contract incorporating all terms either accepted as-is or negotiated and approved by the City.

This form may be duplicated if additional space is required.

Indicate:

- ☐ **Standard Terms & Conditions**
- ☐ **Scope of Work**

PDF Page Number

Section Number

Section Description

Alternate Language:

Justification: