



RESPONDENTS EXECUTION OF OFFER:

NOTE TO RESPONDENTS: **SUBMIT THIS ENTIRE SECTION WITH RESPONSE.** THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S STATEMENT OF QUALIFICATIONS PACKAGE. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE STATEMENT OF QUALIFICATIONS PACKAGE MAY RESULT IN REJECTION OF THE PROPOSAL.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSAL, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE UNIVERSITY'S OPTION, MAY RESULT IN TERMINATION OF ANY AGREEMENT OR OTHER CONTRACTUAL ARRANGEMENT.

- 1.1 By signature hereon, Respondent acknowledges and agrees that (1) this Solicitation is a solicitation for Statements of Qualifications and Pricing and Delivery Proposals and is not a contract or an offer to contract; (2) the submission of Statements of Qualifications/Pricing and Delivery Proposals by Respondent in response to this Solicitation will not create a contract between the University and Respondent; (3) the University has made no representation or guarantee, written or oral, that one or more contracts with the University will be awarded under this Solicitation; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this Solicitation.
- 1.2 By signature hereon, Respondent offers and agrees to furnish to the University products and/or services more particularly described in the Statement of Work and to comply with all terms and conditions and requirements set forth in the Solicitation documents and contained herein.
- 1.3 By signature hereon, Respondent affirms that they neither have given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal.
- 1.4 By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the Respondent is exempt from the payment of such taxes, or that the Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
- 1.5 By signature hereon, the Respondent hereby certifies that neither the Respondent nor anyone acting on behalf of Respondent has violated the antitrust laws of this state, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws. Respondent further certifies that it has not communicated directly or indirectly the

Statement of Qualifications submitted to any competitor or any other person engaged in a similar line of business.

- 1.6 By signature hereon, Respondent represents and warrants that:
 - 1.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions, and requirements of this Solicitation;
 - 1.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to perform satisfactorily the terms, conditions, and requirements of this Solicitation;
 - 1.6.3 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances;
 - 1.6.4 Respondent understands the requirements and specifications set forth in this Solicitation and the terms and conditions set forth in this Solicitation under which Respondent will be required to operate;
 - 1.6.5 Respondent, if selected by the University, will maintain insurance as required by any Agreement or Contractual arrangement resulting from this Solicitation;
 - 1.6.5.1 All statements, information and representations prepared and submitted in response to this Solicitation are current, complete, true, and accurate. Respondent acknowledges that the University will rely on such statements, information, and representations in selecting the successful Respondent(s). If selected by the University as the successful Respondent(s), Respondent will notify the University immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- 1.7 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of this Solicitation is authorized to sign such documents on behalf of the company and to bind the company under any Agreement or Contractual arrangement resulting from this Solicitation.
- 1.8 By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Texas Government Code Section 2252.001(4).
- 1.9 By signature hereon, Respondent certifies as follows:
 - 1.9.1 “Under Section 231.006, Texas Family Code, the Respondent certifies that the individual or business entity named in this Proposal or any Agreement or Contractual arrangement resulting from this Solicitation is not ineligible to receive the specified grant, loan, or payment and acknowledges that any Agreement or Contractual arrangement resulting from this Solicitation may be terminated and payment may be withheld if this certification is inaccurate.”

- 1.9.2 “Under Section 2155.004, *Texas Government Code*, the Respondent certifies that the individual or business entity named in this Proposal or any Agreement or Contractual arrangement resulting from this Solicitation is not ineligible to receive the specified Contract and acknowledges that any Agreement or Contractual arrangement resulting from this Solicitation may be terminated and payment withheld if this certification is inaccurate.”
- 1.9.3 Under Section 2254.004, *Texas Government Code*, the Respondent or Applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on “demonstrated competence and qualifications” only.
- 1.10 By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of any Texas State University System component, or Respondent has not been an employee of any Texas State University System component within the immediate twelve months prior to your Solicitation response. All such disclosures will be subject to administrative review and approval prior to the University entering into any Agreement or Contractual arrangement resulting from this Solicitation.
- 1.11 By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this Solicitation. (ref. Section 2155.004 *Texas Government Code*).
- 1.12 By signature hereon, Respondent represents and warrants that all articles and services quoted in response to this Solicitation meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
- 1.13 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 1.14 By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any Agreement or Contractual arrangement resulting from this Solicitation.
- 1.15 By signature hereon, Respondent agrees that any payments that may become due under any Agreement or Contractual arrangement resulting from this Solicitation will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 1.16 By signature hereon, Respondent certifies that no member of the Board of Regents of The Texas State University System, or the Executive Officers of The Texas State University System or its component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of any Agreement or Contractual arrangement resulting from this Solicitation.

- 1.17 By signature hereon, Respondent certifying that the company, and if applicable, any of its holding companies or subsidiaries, is not:
- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
 - b. Listed in Section 1260H of the 2021 NDAA; or
 - c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
 - d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4

The Respondent must complete, sign, and return this Execution of Offer as part of their proposal submittal response. The Respondent's company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this Execution of Offer may disqualify the submittal.

Respondent's Company Name: _____

Respondent's State of Texas Tax Account No.: _____
(If applicable, otherwise provide the Federal Identification Number)

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Identify each person who owns at least 25% of the Respondent's business entity by name:

(Name)

(Name)

(Name)

(Name)

ADDENDA: Receipt is hereby acknowledged of the following addenda to this Solicitation (initial if applicable).

No. 1	No. 5
No. 2	No. 6
No. 3	No. 7
No. 4	No. 8

AWARD AND COMMENCEMENT OF SERVICES: The undersigned agrees to commence services after notification that the Respondent has been identified by the University as the successful Respondent with the "Best Value" Proposal, on or before the commencement date stated by the University in a Notice to Proceed or any Agreement or Contractual arrangement. The University reserves the right to accept or reject any or all Statements of Qualifications, waive any informalities or minor technical inconsistencies, or delete

any item/requirements from this Solicitation when deemed to be in the University's best interest. Proposals shall be valid and not withdrawn for a period of ninety days from the date of opening.

Having carefully examined all the requirements of this Solicitation, the proposed form of Contract, and any attachments to them, the undersigned proposes to furnish services as required for this Project.

Submitted and Certified By:

(Type Respondent's Name)

(Type Title)

(Type Street Address)

(Type Telephone Number)

(Type City, State, Zip Code)

(Type Fax Number)

(Authorized Signature)

(Type Date)

(Type Email address for Solicitation Notification)