

## **Execution of Offer**

In compliance with this RFP, and subject to all the conditions herein, the undersigned (“Respondent”) offers and agrees to furnish any or all goods and/or services at the prices quoted. Failure to sign this Execution of Offer (“Offer”), or signing it with a false statement, shall void the Respondent’s Proposal and any resulting contract and may cause the Respondent to be removed from STC vendor lists.

**By signature hereon, the Respondent hereby certifies that it:**

- a) is a lawfully established business and is regularly engaged in providing the goods and/or services requested herein.
- b) has the necessary experience, knowledge, abilities, skills, and resources to provide the goods and/or perform the services requested herein.
- c) is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Tax Code or is not subject to the payment of such taxes, and that any false statement with respect to its franchise tax status shall be a material breach of any contract that may result from this solicitation.
- d) is not currently delinquent in the payment of any property taxes owed to STC, if applicable.
- e) is aware that if Texas Government Code §2252.908, relating to the disclosure of interested parties, is applicable to any contract awarded to the Respondent as a result of this RFP, the Respondent is required to make an electronic filing of Form 1295 with the Texas Ethics Commission as a condition of being awarded the contract.
- f) is a publicly-traded company or, if not a publicly-traded company, no owner, employee or director of the Respondent is either currently employed by STC or has been an employee of STC within the immediate twelve (12) months prior to the time set for the submission of the Proposal to this RFP.
- g) is not suspended, debarred or otherwise declared ineligible to contract by any agency of the federal, state or local government,
- h) has not, in connection with the Proposal, given or offered to give, and does not intend to and shall not give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to an employee or trustee of STC or to a family member of an STC employee or trustee.
- i) nor anyone acting on its behalf, has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code or the Federal antitrust laws, or has disclosed, directly or indirectly, any information contained in the Respondent’s Proposal to any competitor or any other person engaged in such line of business.

j) is aware that pursuant to *Texas Local Government Code*, Chapter 176, all vendors who contract or seek to contract with “local governmental entity” such as STC may be required to complete a conflict-of-interest questionnaire (“CIQ”) if the vendor has a relationship with an officer of STC who is considered a “local government officer” or with a family member of such officer. If completion of a CIQ is required as of the effective date or at any time during the term of any contract resulting from the Proposal, the Respondent shall file the CIQ with STC’s Vice President of Finance and Administrative Services as the designated records administrator, with a copy to the Director of Purchasing. At <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>, the Respondent can find the official CIQ form along with a list of STC officers who are defined by Chapter 176 as “local government officers.”

k) is aware that pursuant to *Texas Education Code*, Chapter 44.034, a person or business entity, **excluding** publicly-traded companies and certain vendors of library goods and services, that does business with STC, must notify STC if such person, or an owner or operator of such business entity, has ever been convicted of a felony, and must include in the notification a general description of the conduct that resulted in the felony conviction. At <https://finance.southtexascollege.edu/purchasing/purchase/files/Form-Criminal-History.pdf>, the Respondent can find a Criminal History Disclosure Form (“CHDF”) that shall be used for this purpose. If the Respondent is required to submit a CHDF pursuant to Chapter 44.034 as of the effective date of any contract resulting from the Proposal, or at any time during the term of such contract, the Respondent shall send the CHDF to STC’s Vice President of Finance and Administrative Services, with a copy to the Director of Purchasing.

l) confirms that pursuant to Texas Government Code, Title 10, Subtitle D, Section 2155.004(b), relating to compensation received for participating in the preparation of this RFP, the Respondent is not ineligible to receive a contract that results from this RFP and acknowledges that any such contract may be terminated and payment withheld if this certification is inaccurate.

m) confirms that if the requirements of Texas Government Code Chap. 552.372, governing the preservation of information in connection with certain contracts for more than one million dollars, apply to this RFP and the resulting contract, the Respondent agrees that the contract can be terminated if the Respondent knowingly or intentionally fails to provide the information as required pursuant to that subchapter or to otherwise comply with any other requirement of that subchapter.

n) is aware that, notwithstanding any conflicting term in any contract, the dispute resolution process set forth in Chapter 2260.004 of the Texas Government Code may be applicable to attempt to resolve any dispute arising under a contract resulting from this RFP and that the damages limitations contained in Chapter 2260.003 may be applicable to the contract.

o) acknowledges that, pursuant to Section 2276.002 of the Texas Government Code, with respect to any contract resulting from the RFP which meets the minimum monetary and employee headcount requirements under Section 2276.002, the Respondent i) does not boycott energy companies and ii) will not boycott energy companies during the term of the contract.

p) acknowledges that, pursuant to Section 2271.002 of the Texas Government Code, with respect to any contract resulting from the RFP which meets the minimum monetary and employee headcount requirements under Section 2271.002, the Respondent does not boycott Israel and ii) will not boycott Israel during the term of the contract.

q) acknowledges that, pursuant to Section 2274.002 of the Texas Government Code, with respect to any contract resulting from the RFP which meets the minimum monetary and employee headcount requirements under Section 2274.002, the Respondent i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

r) certifies that, with respect to prohibitions for engaging in fraud and other illicit conduct relating to hurricane and other disaster relief efforts as set forth in Section 2155.006, Texas Government Code, the Respondent is not ineligible to receive the contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

s) certifies that, with respect to prohibitions on vendors who have engaged in human trafficking violations as set forth in Section 2155.0061, Texas Government Code, the Respondent is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

t) acknowledges that Texas Education Code Section 51.3525 (*Responsibility of Governing Boards Regarding Diversity, Equity, and Inclusion Initiatives*) prohibits STC, whether acting through employees or third-party contractors, from engaging in certain activities as set forth in Subsection (b), Subdivision (1) and to adopt policies and procedures for appropriately disciplining, including by termination, any STC contractor who engages in conduct in violation of Subdivision (1), and Respondent represents that any contract resulting from the Proposal, including any services provided thereunder by Respondent, shall, at no time, violate Texas Education Code Section 51.3525 and acknowledges that if Respondent, as a result of its performance under or in connection with any contract resulting from the Proposal, provides any goods or services to STC which would cause STC to be in violation of Section 51.3525, STC may terminate the contract without liability.

u) certifies that Respondent and, if applicable, any of Respondent's subsidiaries and holding companies, are not: i. listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or, ii. listed in Section 1260H of the 2021 NDAA; or, iii. 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, iv. 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.

v) acknowledges that the individual signing this Offer as well as the other documents included in the Proposal is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract which may result from the submission of the Proposal.

**By signature hereon, the Respondent hereby acknowledges and understands that:**

1) STC is a governmental entity and may terminate a contract resulting from this RFP if funds sufficient to pay its obligations are not appropriated by its governing body. In the event of non-appropriation of funds, STC will provide the Respondent with a written notice of the intent to terminate. In the event of such termination, STC will not be considered to be in default or breach of any agreement, nor shall it be liable for any further payments or be liable for any damages or any other amounts which are caused by or associated with such termination.

2) a contract resulting from this RFP shall be governed and construed in accordance with the laws of the State of Texas without regard for the conflicts of law provisions. The venue for any suit arising under the contract is fixed in any court of competent jurisdiction of Hidalgo County, Texas.

3) information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to Chapter 552 of the Texas Government Code (the “Public Information Act”).

4) any proposed modifications or additions to any of the terms and conditions contained in the RFP will not be considered unless the Respondent specifically requests such modifications or additions in the Proposal.

The Respondent hereby acknowledges that the Proposal must include the Respondent’s Taxpayer Identification Number and full legal name and address; the failure to sign the Proposal will disqualify it; and the authorized agent signing the Proposal may be required by STC to provide evidence of the agent’s authority to bind the Respondent to a contract.

Taxpayer Identification Number	
Company Name	
Street Address	
City/State/Zip	
Telephone Number	
Fax Number	
Email Address	
<b>Signature</b>	
Printed Name	
Title	