VENDOR INFORMATION AND OFFER STATEMENT

Vendor Information	
Company's Legal Name:	
DBA (*if applicable*):	
Business Address:	
City, State, Zip:	
Tax ID #: (TIN or EIN)	
SAM.gov UEID #: (*if applicable*)	

Contact Information	
Contact Person Name:	
Phone Number:	
Email Address:	

Authorized Representative Information	
Name of Authorized Rep:	
Title / Position:	
Phone Number:	
Email Address:	

The undersigned Vendor/Offeror hereby submits this offer in response to the solicitation identified above and agrees to provide the goods and/or services described in the solicitation in accordance with all requirements, terms, conditions, specifications, and provisions contained therein. The Vendor/Offeror acknowledges that its offer includes and incorporates, as applicable:

1. The solicitation and all attachments, exhibits, specifications, and contractual requirements;
2. All properly issued addenda and amendments;
3. The Vendor's submitted proposal, bid, or offer;
4. All required certifications, representations, disclosures, and other submission forms; and
5. Any other documents expressly incorporated into the solicitation or resulting contract.

The Vendor/Offeror understands that its submission constitutes a formal offer and that, upon acceptance by the County and execution of any required agreement or purchase order, the resulting obligations shall be binding upon the Vendor/Offeror in accordance with the solicitation and applicable law.

_____ _____

Signature of Authorized Official *Date*

CERTIFICATION REGARDING RECEIPT AND ACKNOWLEDGMENT OF ADDENDA

By signing below, the undersigned certifies that the contractor has received and reviewed all addenda issued in relation to the solicitation or contract identified above and acknowledges the following:

1. **Receipt of Addenda**: The contractor confirms that it has received all addenda which have been issued as part of the solicitation process or as amendments to the original contract documents.
2. **Review and Acknowledgment**: The contractor has reviewed the content of all addenda and understands how each addendum modifies or clarifies the original solicitation or contract documents. The contractor acknowledges that any changes or requirements included in the addenda will be incorporated into the contractor's proposal or performance of the contract.
3. **No Misunderstanding or Dispute**: The contractor certifies that there are no misunderstandings or disputes regarding the addenda and that all modifications or clarifications have been accounted for in the contractor's proposal and subsequent obligations under the contract.
4. **Contractor Responsibility**: The contractor acknowledges full responsibility for complying with all the terms and conditions of the original solicitation or contract as modified by the addenda, and understands that failure to comply may result in disqualification or other consequences as determined by the contracting agency.

The undersigned certifies that the information provided herein is accurate and complete to the best of its knowledge, and that the contractor has received, reviewed, and understood all addenda issued in relation to the solicitation or contract.

_____

Company Name

_____ _____

Signature of Authorized Official *Date*

_____

Name and Title of Authorized Official

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Applicable to contracts and agreements funded in whole or in part with state or federal funds.

The undersigned certified, to the best of its knowledge and belief, that neither the Contractor nor its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in covered transactions by any Federal department or agency;

2. Have, within the preceding three (3) years, been convicted of or had a civil judgment rendered against them for fraud, 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; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; tax evasion; receiving stolen property; or commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the Contractor's present responsibility;

3. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses identified above; or

4. Have had one or more public transactions terminated for cause or default within the preceding three (3) years.

The Contractor further certifies that it will comply with all applicable requirements of **2 CFR Part 180**, as adopted by **2 CFR Part 3000**, and **2 CFR 200.214**, and will not knowingly enter into any lower-tier covered transaction with a person or entity that is debarred or suspended unless specifically authorized by the applicable Federal agency.

Subcontractor Certification

Will the Contractor utilize any subcontractors, consultants, suppliers, or other lower-tier participants in the performance of this contract?

☐ YES ☐ NO

If Yes, the Contractor certifies that:

A. A completed Debarment and Suspension Certification will be obtained from each subcontractor or lower-tier participant before work begins;

B. The Contractor will not award a subcontract to any entity that is debarred, suspended, or otherwise excluded from participation in covered Federal transactions;
C. Copies of all lower-tier certifications shall be maintained by the Contractor and provided to the County upon request.

Certification Regarding Changes

The Contractor agrees to immediately notify the County in writing if, at any time during the term of the contract, the Contractor or any approved subcontractor becomes debarred, suspended, proposed for debarment, or otherwise excluded from participation in Federal assistance programs.

False Certification

The Contractor understands that this certification is a material representation of fact upon which the County relies when entering into this contract. If it is later determined that the Contractor knowingly rendered an erroneous certification, the Council may terminate the contract for default, pursue available remedies, and report the matter to the appropriate Federal and State authorities.

Contractor Certification

By signature below, the Contractor certifies that it has reviewed the certification above and that all statements and representations made therein are true, complete, and accurate to the best of its knowledge. The Contractor further acknowledges that any applicable certification is a continuing obligation throughout the term of the resulting contract.

_____

Company Name

_____ _____

Signature of Authorized Official *Date*

_____

Name and Title of Authorized Official

CONFLICT OF INTEREST DISCLOSURE

For purposes of this disclosure, a conflict of interest includes any actual, potential, or perceived conflict that could impair, or appear to impair, the contractor's objectivity or fairness in doing business with County. Conflicts may include financial interests, employment or business relationships, family relationships, or the offering or acceptance of gifts or gratuities.

Please check one of the following:

☐ **No Conflict of Interest:** The contractor certifies that neither the contractor nor its principals, officers, employees, agents, or subcontractors have any actual, potential, or perceived conflict of interest related to this solicitation or contract.

☐ **Conflict of Interest Disclosed:** The vendor discloses the following actual, potential, or perceived conflict(s) of interest (attach additional pages if necessary):

Certification

I certify that the information provided in this disclosure is true, complete, and accurate to the best of my knowledge. I understand that failure to disclose a conflict of interest may result in disqualification, termination of contract, repayment of funds, or other remedies permitted by law.

I agree to promptly notify County in writing if any conflict of interest arises during the solicitation, evaluation, negotiation, or term of any resulting contract.

_____

Company Name

_____ _____

Signature of Authorized Official *Date*

_____

Name and Title of Authorized Official

TEXAS HOUSE BILL 89 VERIFICATION FORM

Applicable to a company with 10 or more full-time employees and a contract valued at $100,000 or more.

I, _____,
(Printed Name)

the undersigned representative of _____
(Company Name)

(hereinafter referred to as "Company") do hereby certify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1) does not boycott Israel currently; and

2) will not boycott Israel during the term of this contract.

Pursuant to Section 2270.001, Texas Government Code:

1) *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2) *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

By signature below, the Contractor certifies that it has reviewed the certification above and that all statements and representations made therein are true, complete, and accurate to the best of its knowledge. The Contractor further acknowledges that any applicable certification is a continuing obligation throughout the term of the resulting contract.

_____ _____

Signature of Authorized Official *Date*

_____

Name and Title of Authorized Official

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Applicable to all contracts with governmental entities, as required by Texas law.

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, the Contractor certifies that it has reviewed the certification above and that all statements and representations made therein are true, complete, and accurate to the best of its knowledge. The Contractor further acknowledges that any applicable certification is a continuing obligation throughout the term of the resulting contract.

_____

Company Name

_____ _____

Signature of Authorized Official *Date*

_____

Name and Title of Authorized Official

FIREARM / FIREARM TRADE ASSOCIATION BOYCOTT CERTIFICATION

Applicable to a company with 10 or more full-time employees and a contract valued at $100,000 or more.

If Contractor/Vendor is a "Company", as that term is defined in Section 2274.001 of the Texas Government Code and is not a sole proprietorship, then Contractor/Vendor certifies and verifies that it: (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 against a firearm entity or firearm trade association during the term of the Purchase Order or Contract this Certification is attached to and incorporated into; or (iii) that it meets the requirements of an exception listed below.

Texas Government Code §2274.001(3) states that "discriminate against a firearm entity or firearm trade association" means "with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association". Furthermore, Texas Government Code §2274.001(2) states that the term "Company" means a "a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship."

_____ _____

Signature of Authorized Official *Date*

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Name and Title of Authorized Official

ENERGY COMPANY BOYCOTT CERTIFICATION

Applicable to a company with 10 or more full-time employees and a contract valued at $100,000 or more.

If Contractor/Vendor is a "Company", as that term is defined in Section 809.001 of the Texas Government Code and is not a sole proprietorship, then Contractor/Vendor certifies and verifies that it: (i) does not boycott energy companies and (ii) will not boycott energy companies during the term of Purchase Order or Contract this Certification is attached to and incorporated into; or (iii) that it meets the requirements of an exception listed below.

Texas Government Code §809.001(1) states that "Boycott energy company" means "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A)". Furthermore, Texas Government Code §809.001(2)states that the term "Company" means a "for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit", provided however that Texas Government Code §2276.001(2) excludes sole proprietorships from this definition of "Company".

_____ _____

Signature of Authorized Official *Date*

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Name and Title of Authorized Official

CHILD SUPPORT OBLIGATION CERTIFICATION

Applicable to contracts and agreements funded in whole or in part with state funds.

Pursuant to Texas Family Code § 231.006, the undersigned certifies that the Contractor is not ineligible to receive payments from state funds under the resulting contract due to a delinquent child support obligation.

The Contractor further certifies that, to the best of its knowledge, no individual who is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent in the Contractor is more than 30 days delinquent in the payment of child support, unless otherwise eligible under applicable law.

_____ _____

Signature of Authorized Official *Date*

_____

Name and Title of Authorized Official

CRITICAL INFRASTRUCTURE FOREIGN OWNERSHIP CERTIFICATION

Applicable to contracts involving critical infrastructure, as defined by Texas law.

Pursuant to Texas Government Code Chapter 2275, the undersigned certifies that the Contractor is not a company prohibited from entering into the resulting contract because the Contractor is:

1. owned by, or has a majority of its stock or other ownership interest held or controlled by, individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure;
2. owned or controlled by an entity that is owned or controlled by citizens of, or directly controlled by the government of, China, Iran, North Korea, Russia, or a designated country; or
3. headquartered in China, Iran, North Korea, Russia, or a designated country.

The Contractor further certifies that the information provided in this certification is true and correct and acknowledges its obligation to notify the County if circumstances change such that this certification is no longer accurate.

_____ _____

Signature of Authorized Official *Date*

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Name and Title of Authorized Official