

ATTACHMENT A - EXECUTION OF SUBMITTAL

NOTE: RESPONDENTS SHALL COMPLETE, SIGN, AND RETURN THIS ATTACHMENT WITH THEIR SUBMITTAL. FAILURE TO DO SO SHALL RESULT IN DISQUALIFICATION OF THE SUBMITTAL.

By signature hereon, the respondent affirms that:

RESPONDENT AFFIRMATIONS:

1. Having carefully reviewed the RFQ, the Contract, and all other Attachments, as well as the premises and conditions affecting the work, if selected, Respondent hereby agrees to enter into negotiations with SPB and to refine the scope, and if agreement is reached, furnish proposal, furnish required proof of insurance, and execute the Attachment B – Professional Services Agreement.
2. Standard of Care for Architectural and Engineering Contractors: Pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Respondent shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
3. False Statements: Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.
4. Buy Texas Affirmation: In accordance with Section 2155.4441 of the Texas Government Code, Respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
5. Dealings with Public Servants Affirmation: Respondent has not given, offered to give, nor intends 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 response.
6. Antitrust Affirmation: The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response, neither I nor any representative of the Respondent have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response, neither I nor any representative of the Respondent have violated any federal antitrust law; and (3) neither I nor any representative of the Respondent have directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.
7. Texas Bidder Affirmation: Respondent certifies that if a Texas address is shown as the address of the Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
8. Financial Participation Prohibited: Pursuant to Section 2155.004(a) of the Texas Government Code, Respondent certifies that neither Respondent nor any person or entity represented by Respondent has received compensation from Agency to participate in the preparation of the specifications or solicitation on which this Response or contract is based. Under Section 2155.004(b) of the Texas

Government Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

9. Executive Head of a State Agency Affirmation: In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of the SPB (2) a person who at any time during the four years before the date of the contract was the executive head of the SPB, or (3) a person who employs a current or former executive head of the SPB.
10. Former Agency Employees: In accordance with Section 2252.901 of the Texas Government Code, Respondent represents and warrants that for professional services contracts as described by Chapter 2254 of the Texas Government Code, if a former employee of SPB was employed by Respondent within one year of the employee's leaving the agency, then such employee will not perform services on projects with Respondent that the employee worked on while employed by SPB.
11. Employment Restrictions for Former Employees: Respondent acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of SPB who during the period of state service or employment participated on behalf of SPB in a procurement or contract negotiation involving Respondent may not accept employment from respondent before the second anniversary of the date the officer's or employee's service or employment with SPB ceased.
12. Foreign Terrorist Organizations: Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
13. Human Trafficking Prohibition: Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
14. Prior Disaster Relief Contract Violation: Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a Response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
15. Fraud, Waste, or Abuse: Respondent understands that SPB does not tolerate any type of fraud. The agencies' policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the SPB Office of Internal Audit at 1-512-463-5495 and the State Auditor's Office at 1-800-TX-AUDIT (892-8438).
16. Deceptive Trade Practices: Unfair Business Practices: Respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com.

Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Respondent has not been found to be liable for such practices in such proceedings. Respondent certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

17. Public Information Act: Respondent understands that Agency will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
18. Employment of Lobbyist: Respondent represents and warrants that payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
19. Disclosure of Interested Parties: Respondent represents and warrants that all certifications, representations, warranties, and other provisions in this Execution of Submittal apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Solicitation or any contract resulting from this Solicitation. Respondent represents and warrants that if selected for award of a contract as a result of the Solicitation, Respondent will submit to Agency a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.
20. Debts and Delinquencies Affirmation: Respondent agrees that any payments due under the contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.
21. Texas Corporate Franchise Tax Certification: Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
22. Contracting Information Responsibilities: In accordance with Section 552.372 of the Texas Government Code, Respondent agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the SPB for the duration of the contract, (2) promptly provide to the SPB any contracting information related to the contract that is in the custody or possession of the Respondent on request of the SPB, and (3) on termination or expiration of the contract, either provide at no cost to the SPB all contracting information related to the contract that is in the custody or possession of the Respondent or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the SPB. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements

of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Respondent agrees that the contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

23. Cybersecurity Training: If Respondent has access to any state computer system or database, Respondent shall complete cybersecurity training and verify completion of the training program to the SPB pursuant to and in accordance with Section 2054.5192 of the Government Code.
24. Disaster Recovery Plan: Upon request of Agency, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.
25. Excluded Parties: Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
26. Suspension and Debarment: Respondent certifies that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity. Entities ineligible for federal procurement are listed at <http://www.sam.gov>. Prior to awarding state funds for goods and/or services rendered, SPB will conduct a required search of your firm using the Federal System for Award Management (SAM). This is a Federal government-maintained database that records and tracks organizations either known to or suspected of contributing to terrorist organizations. No state funds may be paid to an individual or firm whose name appears on this list.
27. E-Verify Program: Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:
 1. all persons employed by Respondent to perform duties within Texas; and
 2. all persons, including subcontractors, assigned by Respondent to perform work pursuant the contract within the United States of America.
28. Excess Obligations Prohibited: Respondent understands that all obligations of SPB under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by SPB.
29. Child Support Obligation Affirmation: Under Section 231.006(d) of the Texas Family Code, regarding child support, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Respondent subject to Section 231.006 of the Texas Family Code, must include in the Response the names of each person with at least 25% ownership of the business entity submitting the Response. If selected for award, Respondent shall provide SPB Procurement the Social Security number(s) of the individual(s) listed below.

Firm Owner(s), Partners, Sole Proprietors, Share Holder(s) of
twenty-five percent (25%) interest or more:

Name: _____	Name: _____
Name: _____	Name: _____

30. Entities that Boycott Israel: Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
31. Damage to Government Property: In the event of loss, destruction or damage to any SPB or State of Texas property by Respondent or Respondent's employees, agents, subcontractors, and suppliers, Respondent shall be liable to SPB and the State of Texas the full cost of repair, reconstruction or replacement of the lost, destroyed or damaged property. Respondent will reimburse SPB and the State of Texas for such property damage within ten (10) calendar days after Respondent's receipt of SPB's notice of amount due.
32. Change in Law and Compliance with Laws: Respondent shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Agency reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.
33. No Conflicts of Interest: Respondent has disclosed in writing to SPB all existing or potential conflicts of interest relative to the performance of the contract. Any existing or potential conflicts of interest shall be disclosed and attached to this Execution of Proposal.
34. Terms and Conditions Attached to Response: Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.
35. Signature Authority: By submitting the Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.

RESPECTFULLY SUBMITTED:

Legal Entity Name:

Authorized Signature:

Printed Name and Title:

Telephone:

Respondent's Corporate Charter No.:

*Texas Identification Number (TIN)

If a Corporation, attach a corporation resolution or other official corporate documentation, which states that person signing this proposal is an authorized person to sign for and legally bind the corporation.

*The Texas Identification Number if the taxpayer number assigned and used by the Texas Comptroller of Public Accounts. Enter this number in the space provided above. If this number is not known, complete the following:

Enter your Federal Employer's Identification Number _____

Sole owner shall also be required to submit Social Security Number upon award.