REQUEST FOR COMPETITIVE SEALED PROPOSALS

The University of Texas Medical Branch at Galveston

Job Order Contracting (JOC) Services

RFP No. 20-006

ATTACHMENT 5 - EXECUTION OF OFFER

THIS FOLLOWING SHEETS MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT’S PROPOSAL. FAILURE TO SIGN AND RETURN THESE SHEETS WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

1. By signature hereon, Respondent represents and warrants the following:

   A. Respondent acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Respondent in response to this RFP will not create a contract between UTMB and Respondent; (3) UTMB has made no representation or warranty, written or oral, that one or more contracts with UTMB will be awarded under this RFP; and (4) Respondent will bear, as its sole risk and responsibility, any cost arising from Respondent’s preparation of a response to this RFP.

   B. Respondent is a reputable company that is lawfully and regularly engaged in providing products and/or performing the services.

   C. Respondent has the necessary experience, knowledge, abilities, skills, and resources to provide the products and/or perform the services.

   D. 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.

   E. Respondent understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Respondent will be required to operate.

   F. If selected by UTMB, Respondent will not delegate any of its duties or responsibilities under this RFP or the Agreement to any subcontractor, except as expressly provided in the Agreement.

   G. If selected by UTMB, Respondent will maintain any insurance coverage as required by the Agreement during the term thereof.

   H. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that UTMB will rely on such statements, information and representations in selecting the successful Respondent. If selected by UTMB, Respondent will notify UTMB immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

   I. Respondent will defend, indemnify, and hold harmless UTMB, The University of Texas System, the State of Texas, and all of their regents, officers, agents and employees, from and against all claims, actions, suits, demands, costs (including, but not limited to reasonable attorneys' fees), damages, and liabilities, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any contract or agreement resulting from this RFP.
J. Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Respondent under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Respondent owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

K. Respondent offers and agrees to provide the products and/or furnish the services to UTMB and comply with all terms, conditions, requirements and specifications set forth in this RFP.

L. Respondent affirms that it has not given or offered to give, nor does Respondent 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 its submitted proposal.

M. A corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, *Tax Code*, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification will be deemed a material breach of contract and, at UTMB's option, may result in termination of any resulting contract or agreement.

N. Respondent hereby certifies that neither Respondent nor any firm, corporation, partnership or institution represented by Respondent, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

O. Respondent certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Respondent and to bind Respondent under any agreements and other contractual arrangements that may result from the submission of Respondent’s proposal.

P. Respondent certifies as follows:
"Under Section 231.006, *Family Code*, relating to child support, Respondent certifies that the individual or business entity named in the Respondent’s proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."

Q. Respondent certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Respondent that is a sole proprietorship, the officers or directors of any Respondent that is a corporation, the partners of any Respondent that is a partnership, the joint venturers of any Respondent that is a joint venture or the members or managers of any Respondent that is a limited liability company, on one hand, and an employee of any component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to UTMB in writing and (ii) Respondent has not been an employee of any component institution of The University of Texas System within the immediate twelve (12) months prior to the Submittal Deadline. All disclosures by Respondent in connection with this certification will be subject to administrative review and approval before UTMB enters into a contract or agreement with Respondent.

R. By signature hereon, Respondent certifies that in accordance with Section 2155.004, *Government Code*, no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP. In addition, Respondent certifies that an award of a Agreement to Respondent will not violate Section 2155.006, *Government Code*, prohibiting UTMB from entering into a Agreement that involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction.
efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Pursuant to Sections 2155.004 and 2155.006, Government Code, Respondent certifies that Respondent is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.

S. Respondent certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

T. Respondent represents and warrants that all products and services offered to UTMB in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the Texas Hazard Communication Act, Chapter 502, Health and Safety Code, and all related regulations in effect or proposed as of the date of this RFP.

U. Respondent certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms each of which is segregated on the basis of sex: (1) it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. A breach of this certification is a violation of the Equal Opportunity clause. The term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, entertainment areas, and transportation or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Respondent further agrees that, except where it has contracts prior to the award with subcontractors exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, Respondent will retain the certifications for each one of its subcontractors in Respondent’s files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Nonsegregated Facilities must be submitted prior to the award of any subcontract exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Respondent understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

V. Respondent confirms that neither Respondent nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from State of Texas or United States (“U.S.”) federal government procurement or non-procurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs (http://www.epls.gov/) issued by the U.S. General Services Administration. “Principals” means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Respondent will provide immediate written notification to UTMB if, at any time prior to award, Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when UTMB executes this Agreement. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to the other remedies available to UTMB, UTMB may terminate this Agreement for default by Respondent.

W. Respondent acknowledges that UTMB is prohibited by federal regulations from allowing any employee,
representative, agent or subcontractor of Respondent to work on site at UTMB’s premises or facilities if that individual is not eligible to work on federal healthcare programs including Medicare, Medicaid, or other similar federal programs. Therefore, Respondent will not assign any employee, representative, agent or subcontractor that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General (“OIG”) to work on site at UTMB’s premises or facilities. Respondent will perform an OIG sanctions check quarterly on each of its employees, representatives, agents, and subcontractors during the time the employees, representatives, agents, or subcontractors are assigned to work on site at UTMB’s premises or facilities. Respondent acknowledges that UTMB will require immediate removal of any employee, representative, agent, or subcontractor of Respondent assigned to work at UTMB’s premises or facilities if the employee, representative, agent, or subcontractor is found to be on the OIG’s List of Excluded Individuals. The OIG’s List of Excluded Individuals may be accessed through the following Internet website:
http://exclusions.oig.hhs.gov/

X. Respondent covenants and agrees that as required by Section 2155.4441, Texas Government Code, in performing its duties and obligations under any resulting agreements and other contractual arrangements, Respondent shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

Y. Respondent will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time UTMB makes an award or enters into any contract or agreement with Respondent.
REQUEST FOR COMPETITIVE SEALED PROPOSALS  
The University of Texas Medical Branch at Galveston  
Job Order Contracting (JOC) Services

ATTACHMENT 5 - EXECUTION OF OFFER

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Complete the following:

Vendor Identification Number (VIN): ____________________________________________

Federal Employer Identification Number (FEI #): ________________________________

If Sole Owner:
Social Security Number (SSN): ________________________________________________

If a Corporation:
State of Incorporation: _______________________________________________________

Charter No: __________________________________________________________________

Submitted By:

____________________________________  ______________________________________
(Company Name)                     (Authorized Signature)

____________________________________  ______________________________________
(Street Address)                     (Printed Name/Title)

____________________________________  ______________________________________
(City, State, Zip Code)              (Date)

____________________________________  ______________________________________
(Telephone Number)                   (Facsimile Number)

____________________________________  ______________________________________
(e-mail)