

ATTACHMENT E

REQUIRED DOCUMENTS; FORMS; CERTIFICATIONS

[CONTINUE TO NEXT PAGE]

PROPOSER INFORMATION AND OFFER STATEMENT

By signing below, the proposer certifies that the information provided in this submission is accurate and complete to the best of their knowledge. The proposer acknowledges and agrees to comply with all terms, conditions, and specifications outlined in this solicitation. This submission is made in accordance with the applicable laws, regulations, and procurement policies. The proposer further certifies that the individual signing this document is authorized to bind the proposer to the terms of this solicitation.

***Proposer is REQUIRED to sign this page and return with the submitted proposal. An unsigned bid or proposal will be deemed non-responsive.**

| Proposer Information | |
|---|--|
| Proposer's Legal Name: | |
| Business Name (if different from above): | |
| Business Address: | |
| City, State, Zip Code: | |
| Tax ID Number (TIN OR EIN): | |
| DUNS Number (if applicable): | |
| SAM.gov UEID # (if applicable): | |

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

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

Certification and Signature

By signing below, the undersigned certifies that the proposer has reviewed and understands all terms and conditions of the solicitation and has the legal authority to submit this proposal on behalf of the organization. The undersigned acknowledges that the proposal is binding and that any misrepresentation may result in disqualification.

Authorized Signature: _____

Date: _____

CERTIFICATION REGARDING RECEIPT AND ACKNOWLEDGEMENT 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.

Contractor Name: _____

Authorized Representative Name: _____

Authorized Representative Title: _____

Authorized Signature: _____

Date: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing and submitting this certification, the undersigned certifies to the best of its knowledge and belief that the contractor (or its principals):

- Is not currently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any state or federal agency;
- Has not been convicted of or had a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a state or federal contract or grant;
- Is not currently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses listed in FAR 9.4;
- Has not, within a three-year period preceding this certification, been convicted or had a civil judgment rendered against it for violation of federal or state laws involving fraud, bribery, or a false claim or statement;
- Is not currently, nor has been, subject to any proceedings relating to debarment, suspension, or exclusion under 2 CFR 180 (OMB guidelines) or FAR Subpart 9.4.

1. Certification Regarding Federal Criminal Offenses and Civil Fraud Violations

- a) If the contractor is an individual, and it has been convicted or had a civil judgment rendered against it for any of the violations listed above, or is under indictment for such violations, the contractor must notify the contracting officer immediately.
- b) If the contractor is a corporation, partnership, or other legal entity, and any principal of the organization (officers, directors, or partners) has been convicted of or has a civil judgment rendered against them for the same violations listed above, the contractor must immediately notify the contracting officer.

2. Subcontractors and Exclusions

- a) The contractor will ensure that it verifies, before awarding any subcontract in excess of \$25,000, that the proposed subcontractor is not listed on the List of Excluded Parties in the System for Award Management (SAM).
- b) The contractor will require its subcontractors to comply with the same debarment and suspension certification requirements and to notify the contractor if they are debarred, suspended, or excluded from state or federal contracting.

3. Exception to Certification

- a) If the contractor cannot make the certifications above, the contractor must provide an explanation, detailing the circumstances of any exclusions or pending actions regarding debarment, suspension, or proposed debarment.
- b) The contractor must attach any relevant supporting documents to the explanation if necessary.

The undersigned certifies that the information provided above is true and correct to the best of its knowledge and belief. The undersigned acknowledges that providing false information on this certification may result in the contractor being subject to penalties, including debarment or suspension from federal contracting.

Contractor Name: _____

Authorized Representative Name: _____

Authorized Representative Title: _____

Authorized Signature: _____

Date: _____

CERTIFICATION REGARDING FOREIGN OWNERSHIP

By signing below, the undersigned certifies to the best of its knowledge and belief the following:

1. **Foreign Ownership Disclosure:** The contractor certifies that it is not owned or controlled by any foreign entity or individual, as defined by the Foreign Ownership, Control, or Influence (FOCI) regulations of the U.S. Department of Defense or any applicable regulations governing foreign ownership in state or federal contracts.
2. **Ownership Details:**
 - The contractor certifies that its ownership structure is as follows:
 - **Percentage of ownership** by U.S. citizens or U.S.-owned entities: _____%
 - **Percentage of ownership** by foreign nationals or foreign entities: _____%

If the contractor has any foreign ownership, the contractor further certifies that it has disclosed the identity of the foreign ownership in the sections below:

- **Foreign Entity/Individual Name:** _____
 - **Country of Origin:** _____
 - **Ownership Percentage:** _____
3. **No Restrictions on Ownership or Control:** The contractor certifies that there are no foreign nationals or foreign entities exercising control over the business operations, management, or strategic decisions of the company, unless disclosed above.
 4. **Compliance with Applicable Laws:** The contractor agrees to comply with all relevant federal and state laws and regulations regarding foreign ownership and control, including but not limited to those enforced by the Committee on Foreign Investment in the United States (CFIUS) or other applicable regulatory bodies.
 5. **Subsequent Changes in Ownership:** The contractor agrees to immediately notify the contracting agency if any change in ownership occurs during the life of the contract, particularly if the ownership structure includes foreign entities or individuals, or if foreign control or influence is established in any way.

The undersigned certifies that the information provided herein is true, complete, and accurate to the best of its knowledge, and that the contractor complies with all applicable laws and regulations regarding foreign ownership and control. The contractor acknowledges that failure to disclose foreign ownership may result in disqualification from the contract or other penalties.

Contractor Name: _____

Authorized Representative Name: _____

Authorized Representative Title: _____

Authorized Signature: _____

Date: _____

CERTIFICATION OF COMPLIANCE WITH STATE AND FEDERAL TAX REQUIREMENTS

By signing below, the undersigned certifies to the best of its knowledge and belief that:

1. **Compliance with State Tax Requirements (Texas):** The contractor certifies that it is in full compliance with all Texas state tax requirements, including but not limited to the payment of all state sales taxes, franchise taxes, employment taxes, and other relevant state tax obligations. The contractor further certifies that it has not been notified of any pending state tax liabilities or delinquencies.
2. **Compliance with Federal Tax Requirements:** The contractor certifies that it is in full compliance with all federal tax requirements, including but not limited to the payment of federal income taxes, payroll taxes, and other applicable federal taxes. The contractor further certifies that it has filed all required federal tax returns and is not the subject of any pending IRS tax liens, levies, or audit issues that could affect its ability to perform under this contract.
3. **No Outstanding Tax Liabilities:** The contractor certifies that it has no outstanding tax liabilities to either the State of Texas or the federal government that would affect its eligibility to receive a public contract. In the event that the contractor incurs any tax liabilities during the performance of this contract, the contractor agrees to take all necessary steps to resolve the matter in a timely manner.
4. **Authorization for Tax Verification:** The contractor authorizes the contracting agency to verify its state and federal tax compliance by requesting relevant information from the Texas Comptroller of Public Accounts, the Internal Revenue Service (IRS), or other applicable authorities. The contractor agrees to cooperate fully in the verification process and provide any required documentation to confirm compliance.
5. **Notification of Changes:** The contractor agrees to promptly notify the contracting agency in writing if there are any changes in its tax status or liabilities that would affect its ability to comply with this certification during the term of the contract. The contractor understands that failure to maintain tax compliance could result in the termination of the contract or other penalties as determined by the contracting agency.

The undersigned certifies that the information provided herein is true, complete, and accurate to the best of its knowledge. The contractor affirms that it is in compliance with all applicable state and federal tax requirements and acknowledges that providing false or misleading information may result in disqualification, termination of the contract, or other penalties as determined by the contracting agency.

Contractor Name: _____

Authorized Representative Name: _____

Authorized Representative Title: _____

Authorized Signature: _____

Date: _____

NO FELONY CONVICTIONS CERTIFICATION

CERTIFICATION STATEMENT

By signing this document, the undersigned certifies, under penalty of perjury, the following:

1. The individual or business entity named above is not owned or operated by anyone who has been convicted of a felony under state or federal law.
2. No individual employed by or associated with the entity, who will have direct involvement in fulfilling the obligations of this contract, has been convicted of a felony.
3. If the Contractor is a business entity, the Contractor certifies that no owner, partner, or officer of the business has been convicted of a felony.
4. If a felony conviction has occurred, full disclosure of the facts must be provided on a separate page attached to this certification.

FELONY CONVICTION DISCLOSURE

- ☐ Contractor certifies that no felony conviction has occurred.
- ☐ Contractor discloses the following felony convictions (*Attach separate sheet with details, including date, jurisdiction, and disposition.*):

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ACKNOWLEDGEMENT

I affirm that the above information is true and correct. I understand that providing false information may result in the termination of any resulting contract or agreement and may be punishable under Texas or federal law.

Contractor Name: _____

Authorized Representative Name: _____

Authorized Representative Title: _____

Authorized Signature: _____

Date: _____