

Attachment A

Contract Affirmations

The term “**TxDMV**” used in these Contract Affirmations (“**Affirmation**” or “**Affirmations**”) means Texas Department of Motor Vehicles, Motor Vehicle Crime Prevention Authority (“**MVCPA**”), or both, that will be a party to the “**Contract**” (as the term is defined in the TxDMV Terms and Conditions attached to this Contract) and the officers, employees, authorized representative, and designees of those governmental entities. These Affirmations (whether framed as certifications, representations, warranties, or in other terms) apply to all Vendors, Contractors, and Grantees (referred to as “**Contractor**”) regardless of their business form (e.g., individual, sole proprietorship, partnership, limited liability company, corporation, nonprofit organization, or governmental entity).

The headings used below are for convenience and reference only and shall not affect the interpretation or construction of this document.

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following provisions through the life of this Contract:

- 1. Abortion Provider and Affiliate Transactions Prohibited.** Contractor represents and warrants that this Contract is not a taxpayer resource transaction prohibited by Section 2273.003 of the Texas Government Code and that payments made by TxDMV to Contractor and Contractor’s receipt of appropriated funds under this Contract and any related Solicitation are not prohibited by Article IX, Section 6.24 of the General Appropriations Act (2024-2025 Biennium).
- 2. Americans with Disabilities Act.** Contractor represents and warrants its compliance with the requirements of the Americans with Disabilities Act (“**ADA**”) (42 U.S.C. § 12101 *et seq.*) and its implementing regulations, as each may be amended.
- 3. Antitrust.** Contractor represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Contractor nor the firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of any related Solicitation Response to any competitor or any other person engaged in the same line of business as Contractor. Additionally, Contractor hereby assigns to TxDMV any and all claims for overcharges associated with this Contract arising under this Section.
- 4. Buy Texas (Service Contracts).** In accordance with Section 2155.4441 of the Texas Government Code, Contractor 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 the State of Texas.
- 5. Child Support Obligation.** “Under Section 231.006, Family Code, the [Contractor] certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.” If the certification is shown to be false, Contractor may be liable for additional costs and damages as set forth in Section 231.006(f).

6. **Cloud Computing State Risk and Authorization Management Program (TX-RAMP).** If providing cloud computing services for TxDMV pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing Texas state risk and authorization management program, Contractor represents and warrants that it complies with the requirements of the state risk and authorization management program and Contractor agrees that throughout the term of this Contract it shall maintain its certifications and comply with the program requirements in the performance of this Contract. Contractor acknowledges that this Contract may be terminated by TxDMV without recourse and payment withheld if this representation is shown to be inaccurate or becomes inaccurate.
7. **Complete and Accurate Information.** Contractor represents and warrants that all statements and information provided to TxDMV are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.
8. **Compliance with Laws, Rules, and Requirements (Federal Grant-Funded Contracts Only).** Contractor represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all applicable United States and Texas laws, rules, regulations, and policies in effect or hereafter established. In addition, Contractor represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Contractor, the more restrictive requirement applies.
9. **Computer Equipment Recycling Program.** If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 of the Texas Administrative Code Chapter 328.
10. **Contract Oversight (Grant-Funded Contracts Only).** Contractor represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
11. **Contracting Information Requirements (\$1 Million or Greater in Public Funds).** In accordance with Section 552.372 of the Texas Government Code, Contractor agrees to (1) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to TxDMV for the duration of this Contract, (2) promptly provide to TxDMV any contracting information related to this Contract that is in the custody or possession of the Contractor on request of TxDMV, and (3) on termination or expiration of this Contract, either provide at no cost to TxDMV all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the TxDMV. 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 this Contract and the Contractor agrees that this Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
12. **COVID-19 Vaccine Passports.** In accordance with Section 161.0085 of the Texas Health and Safety Code, Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a

vaccine or recovery requirement would make Contractor ineligible for a Texas state-funded contract and may result in the immediate termination of this Contract.

- 13. Critical Infrastructure.** If Contractor will be granted direct or remote access to or control of critical infrastructure in the State of Texas, other than access specifically allowed for product warranty and support purposes, as defined by Section 2275.0101 of the Texas Government Code under this Contract, Contractor certifies (i) that Contractor, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Contractor, is not owned by or the majority of stock or other ownership interest of Contractor is not 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; (ii) that Contractor including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Contractor, is not owned by or the majority of stock or other ownership interest of Contractor is not held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; and (iii) that Contractor including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Contractor, is not headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructures.
- 14. Cybersecurity Training.** If Contractor will have access to any Texas state computer system or database in the performance of this Contract, Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program. TxDMV will not compensate Contractor for time spent completing the cybersecurity training. Notwithstanding the preceding sentence, if Contractor is a “**Local Government**” as defined in Section 791.003(4) of the Texas Government Code, Contractor represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for Local Government employees who have access to a Local Government computer system or database.
- 15. Data Management and Security Controls.** In accordance with Section 2054.138 of the Texas Government Code, Contractor certifies that it will comply with the security controls required under this Contract and will maintain records and make them available to TxDMV as evidence of Contractor’s compliance with the required controls. This clause only applies if Contractor is authorized to access, transmit, use, or store data for TxDMV under this Contract.
- 16. Dealings with Public Servants.** Pursuant to Section 2155.003 of the Texas Government Code, Contractor represents and warrants that it 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 this Contract.
- 17. Debts and Delinquencies.** Contractor acknowledges and agrees that, to the extent Contractor owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Contractor is otherwise owed under this Contract may be applied toward any debt Contractor owes the State of Texas until the debt is paid in full. These provisions are effective at any time Contractor owes any such debt or delinquency.
- 18. Disaster Recovery Plan.** In accordance with Title 13 of the Texas Administrative Code § 6.94(a)(9), Contractor agrees that upon request of TxDMV, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

19. **Disclosure of Interested Parties.** Contractor certifies that, if the value of this Contract is \$1 million or higher, Contractor has complied with Section 2252.908 of the Texas Government Code and Title 1 of the Texas Administrative Code §§ 46.1-46.5 as implemented by the Texas Ethics Commission (“TEC”), if applicable, and has provided TxDMV with a fully executed TEC Form 1295, certified by the TEC and signed and notarized by the Contractor.
20. **Disclosure of Prior State Employment (Consulting Services).** In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Contractor certifies that it does not employ an individual who has been employed by TxDMV or another Texas state agency at any time during the two (2) years preceding the submission of the Solicitation Response or, in the alternative, Contractor has disclosed in its Solicitation Response the following: (i) the nature of the previous employment with TxDMV or the other Texas state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
21. **Disclosure of Violations of Federal Criminal Law (Federal Grant-Funded Contracts Only).** Contractor represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to the System for Award Management (“SAM”) maintained by the General Services Administration.
22. **Disclosure Protection for Certain Charitable Organizations, Charitable Trusts, and Private Foundations (Grant-Funded Contracts Only).** Contractor represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
23. **Enforcement of Certain Federal Firearms Laws Prohibited (State Grant-Funded Contracts Only).** Pursuant to Section 2.101 of the Texas Government Code, if applicable to this Contract, Contractor certifies that it is not ineligible to receive Texas state grant funds pursuant to Section 2.103 of the Texas Government Code.
24. **Entities that Boycott Energy Companies.** Contractor represents and warrants that: (1) it does not, and will not for the duration of this Contract, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to this Contract. If circumstances relevant to this provision change during the course of this Contract, Contractor shall promptly notify TxDMV.
25. **Entities that Boycott Israel.** Contractor represents and warrants that (1) it does not, and shall not for the duration of this Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to this Contract. If circumstances relevant to this provision change during the course of this Contract, Contractor shall promptly notify TxDMV.
26. **Entities that Discriminate Against Firearm Entities and Trade Associations.** Contractor verifies that: (1) it does not, and will not for the duration of this Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Contract. If circumstances relevant to this provision change during the course of this Contract, Contractor shall promptly notify TxDMV.
27. **Equal Employment Opportunity.** Contractor represents and warrants its compliance with all applicable duly enacted United States and Texas laws governing equal employment opportunities.

- 28. E-Verify Program.** Contractor certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
1. all persons employed by Contractor to perform duties within Texas; and
 2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

If it is determined that the Contractor has violated the certifications set forth in this Section, then (1) Contractor shall be in breach of contract, (2) TxDMV shall have the option to terminate this Contract for cause without prior notice, and (3) in addition to any other rights or remedies available to TxDMV under this Contract, Contractor shall be responsible for all costs incurred by TxDMV to obtain substitute services to replace the terminated Contract.

- 29. Excluded Parties.** Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 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. Entities ineligible for federal procurement are currently accessible at: <https://sam.gov/content/home>. Contractor acknowledges that this Contract may be terminated by TxDMV without recourse and payment withheld if this certification is inaccurate or becomes inaccurate.
- 30. Executive Head of a State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a Texas agency, Contractor certifies that it is not (1) the executive head of TxDMV, (2) a person who at any time during the four years before the date of this Contract was the executive head of TxDMV, or (3) a person who employs a current or former executive head of TxDMV.
- 31. False Representation.** Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.
- 32. False Statements.** Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation Response is a material breach of contract and may void this Contract.
- 33. Federal Occupational Safety and Health Law.** Contractor represents and warrants that all goods and services under this Contract shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15). For the avoidance of doubt, this clause does not apply to a Contractor that is a governmental entity of the State of Texas, or a political subdivision of Texas, such as a city or county government (29 U.S.C. § 652(5)).
- 34. Federal Solid Waste Disposal Act (Federal Grant-Funded Contracts Only).** Contractor represents and warrants that it will comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- 35. Financial Participation Prohibited.** "Under Section 2155.004, Government Code, the [Contractor]

certifies that the individual or business entity named in this bid 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.”

- 36. Foreign Terrorist Organizations.** Contractor 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. Additionally, pursuant to Texas Executive Order No. GA-43, Contractor represents and warrants that all goods or products that may be provided under this Contract were not produced in or exported from the Gaza Strip, and from any organization or state actor with ties to Hamas. Contractor acknowledges that this Contract may be terminated by TxDMV without recourse and payment withheld if either of these representations are shown to be inaccurate or becomes inaccurate.
- 37. Former Agency Employees (Certain Contracts).** If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under this Contract, were former employees of TxDMV during the 12 month period immediately prior to the date of execution of this Contract.
- 38. Franchise Tax Status.** Contractor 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.
- 39. Fraud, Waste, and Abuse.** Contractor acknowledges and understands that TxDMV does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Section 321.022 of the Texas Government Code, if the administrative head of a department or entity that is subject to audit by the Texas state auditor has reasonable cause to believe that money received from Texas by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor’s Office (“SAO”). A reasonable cause to believe exists when a set of facts would lead a reasonable and prudent person to believe that an offense may have been committed. **All TxDMV employees, contractors, and subcontractors who become aware of a situation that involves suspicious activities or fraudulent acts (including misconduct by any TxDMV board member, officer, employee, agent, another contractor, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to the SAO.** Contractor agrees to comply with all applicable laws, rules, regulations, and TxDMV policies regarding fraud, waste, and abuse.

A report to the SAO may be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT (800-892-8348)
- SAO Website: <https://sao.fraud.texas.gov/>
- SAO Mailing Address: Texas State Auditor’s Office
Attn: Investigations
P.O. Box 12067
Austin, Texas 78711-2067

- 40. Hardening State Government from the Chinese Communist Party.** In accordance with Texas Executive Order No. GA-48, Contractor certifies by entering into this Contract that it, and, if applicable, any of its holding companies or subsidiaries, is not: (1) listed in Section 889 of the 2019 National Defense Authorization Act (“**NDAA**”); (2) listed in Section 1260H of the 2021 NDAA; (3) 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 (4) 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. Contractor acknowledges that this Contract may be terminated by TxDMV without recourse and payment withheld if this certification is shown to be inaccurate or becomes inaccurate.
- 41. Human Trafficking Prohibition.** “Under Section 2155.0061, Government Code, the [Contractor] certifies that the individual or business entity named in this bid 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.”
- 42. Immigration.** Contractor represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 *et seq.*) and all subsequent immigration laws and amendments during the term of this Contract.
- 43. Law Enforcement Agency Grant Restriction (State Grant-Funded Contracts Only).** If Contractor is a Texas law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Contractor represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (“**TCOLE**”), or TCOLE certifies that it is in the process of achieving compliance with such rules in accordance with Article IX, Section 4.01 of the General Appropriations Act (2024-2025 Biennium).
- 44. Legal and Regulatory Actions.** Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in **Section 53** of these Affirmations within the five calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor’s performance under this Contract, relate to the contracted or similar goods, products, or services, or otherwise be relevant to TxDMV’s consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to TxDMV in advance a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor’s performance under this Contract, relate to the contracted or similar goods, products, or services, or otherwise be relevant to TxDMV’s consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement throughout the term of this Contract. Contractor represents and warrants that Contractor shall notify TxDMV in writing within five business days of any changes to the representations or warranties in this clause and understands that failure to update TxDMV timely shall constitute breach of contract and may result in the immediate termination of this Contract.
- 45. Legal Authority (Grant-Funded Contracts Only).** Contractor represents that it possesses legal authority to apply for the grant. A resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor’s governing body, authorizing the filing of the Solicitation Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Contractor to act in

connection with the Solicitation Response and to provide such additional information as may be required.

- 46. Legislative Budget Board Reporting and Posting of Certain Contracts on Websites.** Contractor understands, acknowledges, and accepts that TxDMV will comply with the requirements of Sections 322.020 and 2261.253 of the Texas Government Code in regard to posting of contracts to the Legislative Budget Board’s (“LBB”) database of Texas agency contracts (for major contracts, as defined in Section 322.020(a)) or the TxDMV website (all other required contracts), which are currently accessible at: https://www.lbb.texas.gov/contract_reporting.aspx and <https://www.txdmv.gov/business-portal/fas-contract-review>. To the extent this Contract falls within the scope of the requirements listed in Sections 322.020 or 2261.253, TxDMV will provide to the LBB for posting on its website, or post on the TxDMV website, as applicable, the following: this Contract with any associated attachments, including the Contractor’s Solicitation Response, except for information that is not subject to disclosure under Chapter 552 of the Texas Government Code, if any. For the avoidance of doubt, Contractor further understands and acknowledges that any information withheld or redacted as part of TxDMV’s compliance with Sections 322.020 or 2261.253 does not represent or guarantee that the information identified will be excepted from disclosure under a public information request.
- 47. Limitations on Grants to Units of Local Government (State Grant-Funded Contracts Only).** Contractor acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of Local Government (as defined in Article IX, Section 4.04(b) of the Texas General Appropriations Act (2024-2025 Biennium) unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following: (i) Article IX, Parts 2, 3, and 5 of the Texas General Appropriations Act (2024-2025 Biennium), except there is no requirement for increased salaries for Local Government employees; (ii) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and (iii) Sections 2113.012 and 2113.101 of the Texas Government Code.
- 48. Lobbying Expenditure Restriction (Grant-Funded Contracts Only).** Contractor represents and warrants that TxDMV’s payments to Contractor and Contractor’s receipt of appropriated or other funds under this Contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.
- 49. Lobbying Prohibition.** Contractor represents and warrants that TxDMV’s payments to Contractor and Contractor’s receipt of appropriated or other funds under this Contract are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or Texas state-funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
- 50. No Conflicts of Interest.** Contractor represents and warrants that the provision of goods and services or other performance under this Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety in accordance with Sections 2252.908, 2254.032, and 2261.252(b) of the Texas Government Code. If circumstances change during the course of this Contract, Contractor shall notify TxDMV in writing within five business days of any changes to the representations or warranties in this clause and understands that failure to update TxDMV timely shall constitute breach of contract and may result in the immediate termination of this Contract. TxDMV reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by TxDMV’s decision.

51. **No Conflicts of Interest (Federal Grant-Funded Contracts Only).** Contractor represents and warrants its compliance with the federal awarding agency's conflict of interest policies in accordance 2 CFR § 200.112.
52. **No Felony Criminal Convictions.** Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised TxDMV in writing of the facts and circumstances surrounding the convictions in its Solicitation Response. If circumstances change during the course of this Contract, Contractor shall promptly notify TxDMV and understands that failure to update TxDMV timely shall constitute breach of contract and may result in the immediate termination of this Contract. For the avoidance of doubt, this clause does not apply to a Contractor who is a Local Government.
53. **Parties to the Affirmations.** Contractor represents and warrants that these Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide goods or services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.
54. **Permits, Certifications, and License.** Contractor represents and warrants that it will comply with all applicable laws and maintain all licenses, certifications, and permits required by applicable United States, Texas, county, and city statutes, rules, regulations, codes, ordinances, and other laws that pertain to this Contract.
55. **Political Polling Prohibition (State Grant-Funded Contracts Only).** Contractor represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling in accordance with Article IX, Section 4.03 of the Texas General Appropriations Act (2024-2025 Biennium).
56. **Prior Disaster Relief Contract Violation.** "Under Section 2155.006 [and Section 2261.053], Government Code, the [Contractor] certifies that the individual or business entity named in this bid 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."
57. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Federal Grant-Funded Contracts Only).** If payment in whole or in part under this Contract is from federal funds, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract or funding pursuant to 2 C.F.R. § 200.216.
58. **Public Camping Ban (State Grant-Funded Contracts Only).** If Contractor is a "Local Entity" as defined by Section 364.001 of the Texas Local Government Act, Contractor certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Section 364.003 of the Texas Local Government Code. If Contractor is currently being sued under the provisions of Section 364.003 of the Texas Local Government Code, or is sued under this section at any point during the duration of this Contract, Contract must immediately disclose the lawsuit and its current posture to TxDMV.
59. **Records Retention (Federal Grant-Funded Contracts Only).** Contractor represents and warrants

its compliance with the records retention requirements of 2 CFR § 200.333. TxDMV reserves the right to direct the Contractor to retain documents for a longer period of time or transfer certain records to TxDMV custody when it is determined the records possess longer term retention value. Contractor must include the substance of this clause in all subawards and subcontracts.

60. **Release from Liability. *CONTRACTOR GENERALLY RELEASES FROM LIABILITY AND WAIVES ALL CLAIMS AGAINST ANY PARTY PROVIDING INFORMATION ABOUT THE CONTRACTOR AT THE REQUEST OF TxDMV.***
61. **Reporting Compliance (Grant-Funded Contracts Only).** Contractor represents and warrants that it will submit timely, complete, and accurate reports in accordance with this Contract and maintain appropriate backup documentation to support the reports.
62. **Restricted Employment for Certain State Personnel.** Pursuant to Section 572.069 of the Texas Government Code, Contractor certifies that it has not employed and will not employ a former Texas state officer or employee who participated in a procurement or contract negotiations for TxDMV involving Contractor within two years after the date that this Contract is signed or the procurement is terminated or withdrawn. This certification only applies to former Texas state officers or employees whose Texas service or employment ceased on or after September 1, 2015.
63. **Rights Inventions Made Under Contract or Agreement (Federal Grant-Funded Contracts Only).** Contractor represents and warrants that it will comply with the requirements of 37 CFR Part 401 (“Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements”) and any implementing regulations issued by the awarding agency, if the federal grant award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement.”
64. **Signature Authority.** Contractor represents and warrants that the individual signing this Contract and/or accepting the TxDMV purchase order is authorized to sign and/or accept on behalf of Contractor and to bind the Contractor to this Contract, all Contract documents, duties, obligations, and responsibilities therein.
65. **Subaward Monitoring (Grant-Funded Contracts Only).** Contractor represents and warrants that it will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.
66. **Suspension and Debarment.** Contractor certifies that it and its principals are not suspended or debarred from doing business with the United States or Texas state government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the SAM maintained by the U.S. General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the department or agency funding this project. This provision shall be included in its entirety in Contractor’s subcontracts, if any, if payment in whole or in part under this Contract is from federal funds.
67. **Taxes.** Purchases made for State of Texas use are exempt from the Texas Sales Tax and Federal Excise Tax. TxDMV will furnish Tax Exemption Certificates upon request. Contractor represents

and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any United States, Texas, or local income, sales or excise taxes of Contractor or its employees. TxDMV shall not be liable for any taxes resulting from this Contract.

- 68. Television Equipment Recycling Program.** If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.
- 69. Terms and Conditions.** Contractor accepts the Solicitation's terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation and submitted with any related Solicitation Response, if any, under which this Contract was awarded. Contractor acknowledges and agrees that any exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that diverge in any manner from TxDMV's Terms and Conditions attached to this Contract and these Affirmations are rejected unless expressly accepted in writing by a document drafted, signed, and provided by TxDMV.
- 70. Texas Bidder.** Contractor certifies that if a Texas address is shown as the address of Contractor on any related Solicitation Response, Contractor qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
- 71. TxDMV Right to Use.** Contractor agrees that TxDMV has the right to use, produce, and distribute copies of and to disclose to TxDMV employees, agents, contractors, subcontractors, and other governmental entities all or part of this Contract or any related Solicitation Response as TxDMV deems necessary to complete the procurement and contracting process or comply with United States or Texas laws.
- 72. Unfair Business Practices.** Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor 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.

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