

EXHIBIT B REPRESENTATIONS AND WARRANTIES

The person or entity soliciting a contract from the Owner and/or entering into a contract with the Owner, as the case may be (hereinafter “Certifier”), hereby represents, warrants, acknowledges, affirms, certifies and agrees that they are and will remain in compliance with all the following provisions, as applicable for the solicitation and/or contract with the Owner, as the case may be:

The Certifier acknowledges that this Attachment: (i) is intended primarily for contracts funded by Owner; (ii) applies to contracts funded by and/or financial assistance awarded by the State or Texas or any of its agencies, departments or political subdivisions; (iii) applies to contracts funded by the United States of America and/or federal financial assistance awarded by the United States or any of its agencies or departments; (iv) may not include every local, state or federal contract clause applicable to this solicitation and/or contract, but all such clauses required by applicable law or regulation are incorporated herein by operation of law, even if omitted from this Attachment; and (v) includes provisions that may not apply to the Certifier, the solicitation, and/or the contract.

Compliance with Laws, Rules, and Requirements. The Certifier represents and warrants that its compliance, and assures the compliance of all its subrecipients and subcontractors of all tiers, with all applicable United States, Texas and local 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 Owner and any awarding agency, if any, concerning special requirements of law, program requirements, and other administrative requirements.

APPLICABLE TEXAS AND FEDERAL LAW – NO FEDERAL FUNDING:

Accessible Technology. The Certifier expressly acknowledges that Owner’s funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairment. Accordingly, the Certifier represents and warrants to Owner that the technology provided to Owner for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (i) providing equivalent access for effective use by both visual and non-visual means; (ii) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (iii) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

American with Disability of Act. The Certifier represents and warrants its compliance with the requirements of the Americans with Disabilities Act (ADA) and its implementing regulations, as each may be amended.

Antitrust Affirmation. The Certifier affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this document, neither I nor any representative of the Certifier have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this document, neither I nor any representative of the Certifier have violated any federal antitrust law; and (3) neither I nor any representative of the Certifier have directly or indirectly communicated any of the contents of this document to a competitor of the Certifier or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Certifier.

Appropriation. Owner commits only its current revenues hereunder, as required by Texas law. Owner retains the continuing right to terminate a contract without liability for said termination at the expiration of each budget period during its initial and renewal terms.

Artificial Intelligence Disclosure. The Certifier certifies that its response bid or documents disclose each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the contract. “Artificial intelligence system” means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. The Certifier promises not to use an artificial intelligence system to perform the contract without the prior written consent of the Owner and disclosure of such use.

Assignment. The Certifier shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the Owner. Any attempted assignment in violation of this provision is void and without effect.

Audit Rights. The Certifier will make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by the Certifier pertaining to the contract for purposes of inspecting, monitoring, auditing, or evaluating by Owner. The Owner’s auditor or its representatives or designees (“Auditor”) may conduct an audit or investigation of any entity receiving funds from the Owner directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by the Certifier or any other entity or person directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the Owner’s auditor or its representatives or designees, to conduct an audit or investigation in connection with those funds. The Certifier or other entity that is the subject of an audit or investigation by the Auditor must provide the Auditor with access to any information the Auditor considers relevant to the investigation or audit. The Certifier shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

Buy Texas Affirmation. In accordance with Section 2155.4441 of the Texas Government Code, the Certifier 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.

Child Support Obligation Affirmation. Under Section 231.006 of the Family Code, the Certifier 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 in addition to other remedies set out in 231.006(f) of the Family Code. This certification is required for each person who is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent in the business entity soliciting a contract from the Owner and/or entering into a contract with Owner. The following information must be submitted by each person meeting these described conditions and executing the certification: name; social security number; signature; and date.

Cloud Computing Risk. Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, the Certifier represents and warrants that it complies with the requirements of the state risk and authorization management program, and the Certifier agrees that throughout the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of the contract. This clause only applies to contractors doing business related to cloud computer services.

Computer Equipment Recycling Program. If the Certifier is submitting a response or bid for the purchase or lease of computer equipment, the Certifier certifies its compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328 related to the Computer Equipment Recycling Program.

Conflict of Interest. The Certifier represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

Contracting Information Responsibilities. In accordance with Section 552.372 of the Texas Government Code, the Certifier agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Owner for the duration of the contract, (2) promptly provide to the Owner any contracting information related to the contract that is in the custody or possession of the Certifier on request of the Owner, and (3) on termination or expiration of the contract, either provide at no cost to the Owner all contracting information related to the contract that is in the custody or possession of the Certifier or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Owner. 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 Certifier agrees that the contract can be terminated if the Certifier knowingly or intentionally fails to comply with a requirement of that subchapter.

COVID-19 Vaccine Passport Prohibition. The Certifier 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 Certifier's business. The Certifier acknowledges that such a vaccine or recovery requirement would make the

Certifier ineligible for a state-funded contract.

Critical Infrastructure Affirmation. Pursuant to Government Code Section 2275.0102, the Certifier certifies that neither it nor its parent company, nor any of their affiliates, is: (1) majority owned or controlled by citizens or governmental entities of , or headquartered in, China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103. The Certifier will notify the Owner before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

Cybersecurity Training. The Certifier shall ensure that any of the Certifier's employees or subcontractor employees who has access to Owner's computer system or database shall complete a cybersecurity training program certified under Section 2063.102 of the Texas Government Code. Such training is required to occur during the contract term and the renewal period. If applicable, the Certifier shall provide the Owner with verification of the completion of the requisite training.

Data Management and Security Controls. In accordance with Section 2054.138 of the Texas Government Code, the Certifier certifies that it will comply with the security controls required under this contract and will maintain records and make them available to Owner as evidence of the Certifier's compliance with the required controls.

Dealings with Public Servants Affirmation. The Certifier 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, service to a public servant in connection with the submitted response, bid and/or contract.

Debts and Delinquencies Affirmation. The Certifier agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas. In addition, Certifier must disclose in response to a solicitation whether they owe State of Texas Margin taxes (formerly franchise tax). If the Contractor is subject to the requirements of the Texas Franchise Tax and becomes delinquent in the payment of said tax, then payments to the Contractor due under an agreement with the Owner may be withheld until such tax delinquency is remedied.

Disaster Recovery Plan. In accordance with 13 TAC § 6.94(a)(9), the Certifier shall provide to Owner with the descriptions of its business continuity and disaster recovery plans.

Disclosures of Interested Parties. The Certifier represents and warrants that if selected for award of a contract, the Certifier will submit to Owner a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.

Disclosure of Prior Employment. In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, the Certifier certifies that it does not employ an individual who has been employed by Owner at any time during the two years preceding the submission of this document or, in the alternative, the Certifier has disclosed in its response or bid the following: (i) the name and nature of the previous employment with Owner; (ii) the date the employment was

terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

Electrical Items. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

Energy Company Boycotts. If the Certifier is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, the Certifier verifies that the Certifier does not boycott energy companies and will not boycott energy companies during the term of the Contract. If the Certifier does not make that verification, the Certifier must indicate in its response or bid and state why the verification is not required.

Erasing of Hard Disk. All equipment provided to the Certifier by Owner that is equipped with hard disk drives (*i.e.*, computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such equipment, either at the end of the equipment's useful life or the end of the related services agreement for such equipment, in accordance with 1 TAC § Chapter 202.

E-Verify Program. The Certifier is encouraged to utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of: (i) all persons employed by the Certifier to perform duties within Texas; and (ii) all persons, including subcontractors, assigned by the Certifier to perform work pursuant the contract within the United States of America.

Excluded Parties. The Certifier 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.

Executive Head Affirmation. Under Section 669.003 of the Texas Government Code, the Certifier certifies that it does not employ, or has disclosed its employment of, any former executive head of the Owner. the Certifier must provide the following information in the response or bid (i) name; (ii) name of department; (iii) date of separation; (iv) position; and (v) start date.

False Statements. The Certifier represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a document 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 document and any resulting contract.

Financial Participate Prohibition Affirmation. Under Section 2155.004(b) of the Texas Government Code, the Certifier certifies that the individual or business entity named in this document 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.

Firearm Entities and Trade Associations Discrimination. If the Certifier is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the Certifier verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If the Certifier does not make that verification, the Certifier must indicate in its response or bid and state why the verification is not required.

Foreign Terrorist Organization. The Certifier represents and warrants that it is not (a) engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code; (b) an organization designated as a foreign terrorist organization by the United States Secretary of State, as authorized by 8 U.S.C. Section 1189, as amended; (c) not a company that is identified on a list prepared and maintained by the Texas Comptroller under Tex .Gov't Code §§ 806.051, 807.051, or 2252.153., as amended; and (d) a company that does business with a foreign adversary (i) identified by the United States Director of National Intelligence as a country that poses a risk to the national security of the United States in at least one of the three most recent Annual Threat Assessments of the U.S. Intelligence Community issued pursuant to Section 108B, National Security Act of 1947 (50 U.S.C. Section 3043b); or (ii) designated by the governor of Texas after consultation with the public safety director of the Department of Public Safety.

Felony Convictions. The Certifier represents that neither the Certifier 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 the Certifier has fully advised Owner in writing of the facts and circumstances surrounding the convictions.

Former Employees. The Certifier represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the Owner during the twelve (12) month period immediately prior to the date of execution of the contract or this document.

Governing Law and Venue. The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is Bexar County, Texas unless a specific venue is otherwise required by law.

Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, the Certifier certifies that the individual or business entity named in this document 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.

Immunity. No waiver by the Owner of any immunities from suit or from liability that the Owner may have by operation of law have been or will be waived.

Intimidation. The Certifier certifies that it (and its subcontractors) have not, and if awarded a contract, will not, either directly or indirectly through a third party, engage in surveillance targeting or engage in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against: (i) a member of the Owner's governing body, the state legislature or person employed to support the Owner or state legislature in any capacity; (ii) a family member of a person described by (1); (a) a state agency or Owner employee; or (b) an individual making a complaint or raising concerns regarding Owner's operations or contracting.

INDEMNIFICATION - GENERAL. THE CERTIFIER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CERTIFIER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY THE CERTIFIER WITH THE OWNER'S COUNSEL AND THE CERTIFIER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OWNER'S COUNSEL. OWNER AND THE CERTIFIER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

INDEMNIFICATION - DESIGN PROFESSIONAL. THE CERTIFIER, IF A DESIGN PROFESSIONAL, IN LIEU OF THE OTHER INDEMNIFICATIONS HEREUNDER, SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENT, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE CERTIFIER OR ITS AGENTS, CONSULTANTS UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CERTIFIER EXERCISES CONTROL. THE DEFENSE SHALL BE COORDINATED BY THE CERTIFIER WITH THE OWNER'S LEGAL COUNSEL AND THE CERTIFIER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OWNER'S LEGAL COUNSEL. OWNER AND THE CERTIFIER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

INDEMNIFICATION - INTELLECTUAL PROPERTY. THE CERTIFIER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OWNER AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF

THE CERTIFIER PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE CERTIFIER'S AND/OR OWNER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO OWNER BY THE CERTIFIER OR OTHERWISE TO WHICH OWNER HAS ACCESS AS A RESULT OF THE CERTIFIER'S PERFORMANCE UNDER THE CONTRACT. OWNER AND THE CERTIFIER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THE CERTIFIER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE CERTIFIER WITH THE OWNER'S COUNSEL AND THE CERTIFIER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OWNER'S COUNSEL. IN ADDITION, THE CERTIFIER WILL REIMBURSE OWNER AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF OWNER DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF THE CERTIFIER OR IF OWNER IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, OWNER WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND THE CERTIFIER WILL PAY ALL REASONABLE COSTS OF OWNER'S COUNSEL.

Israel Boycotts. If the Certifier is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, the Certifier certifies that the Certifier does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If the Certifier does not make that certification, the Certifier must indicate that in its bid or response and state why the certification is not required.

Lobbying Prohibition. The Certifier represents and warrants that Owner's payments to the Certifier and the Certifier's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

National Defense Affirmations. The Certifier certifies that neither it, nor its holding companies or subsidiaries, is: (a) listed in Section 889 of the 2019 National Defense Authorization Act; (b) listed in Section 1260H of the 2021 National Defense Authorization Act; or (c) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. Section 791.4; or (d) 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. Section 791.4.

Occupational Safety and Health. The Certifier represents and warrants that all applicable goods and services 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).

Prevailing Wage. Certifier will comply with the prevailing wage requirements of Chapter 2258 of the Texas Government Code, pursuant to which owner has adopted the federal Davis-Bacon prevailing wage determinations.

Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Certifier certifies that the individual or business entity named in this document 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.

Prompt Payment. All payments to the Certifier by Owner, any payments by the Certifier to any subcontractor, and any payments by a subcontractor to any other person or entity that provides goods or services under this contract shall be made in compliance with Chapter 2251 of the Texas Government Code.

Public Information Act. Information, documentation, and other material in connection with this document or contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, the Certifier is required to make any information created or exchanged with the Owner 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 Owner.

Signature Authority. By submitting this document, the Certifier represents and warrants that the individual submitting this document and the documents made part of this document is authorized to sign such documents on behalf of the Certifier and to bind the Certifier under any contract that may result from the submission of this document.

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, an architect or engineer Certifier 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.

Suspension or Debarment. The Certifier certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by the State of Texas.

Taxes. Purchases made for Owner's use are exempt from the State Sales Tax and Federal Excise Tax. Owner will furnish Tax Exemption Certificates upon request. The Certifier represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, State, or local income, sales, or excise taxes of the Certifier or its employees. Owner shall not be liable for any taxes resulting from the contract.

Television Equipment Recycling Program. The Certifier certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program. This Clause only applies to solicitations and contracts for the purchase or lease of covered television equipment.

Termination for Non-Appropriation. The contract is subject to termination or cancellation,

without penalty to Owner, either in whole or in part, subject to the availability of funds.

Terms and Conditions Attached to Response. Any terms and conditions attached to a response or bid to a solicitation will not be considered unless specifically referred to in the response or bid to the solicitation.

Texas Bidder Affirmation. The Certifier certifies that if a Texas address is shown as the address of the Certifier on this response or bid to a solicitation, the Certifier qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

Damage to Government Owned Property. The Certifier shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Certifier and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the contract. The Certifier shall notify the Owner in writing of any such damage within one (1) calendar day. The Certifier is responsible for the removal of all debris resulting from work performed under the contract.

Immigration. The Certifier 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.

Notice of Legal and Regulatory Actions. The Certifier represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against the Certifier or any of the individuals or entities included in the documents, response, or contract (as the case may be) within the five (5) calendar years immediately preceding the submission of the documents, response, or contract (as the case may be) that would or could impair the Certifier's performance under the contract, or otherwise be relevant to Owners consideration of the documents, response, or contract (as the case may be). If the Certifier is unable to make the preceding representation and warranty, then the Certifier instead represents and warrants that it has included as a detailed attachment in its documents, response, or contract (as the case may be) a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair the Certifier's performance under the contract, or otherwise be relevant to Owner's consideration of the documents, response, or contract (as the case may be). In addition, the Certifier represents and warrants that it shall notify Owner in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Owner shall constitute breach of contract and may result in immediate termination of the contract.

Refund. The Certifier will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by Owner which are not expressly authorized under the contract.

Restricted Employment. Owner certifies that it has not employed and will not employ a former officer or employee who participated in a procurement or contract negotiations for Owner involving the Certifier within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn

Trademarks. The Certifier hereby acknowledges and agrees that the trademarks remain the exclusive property of Owner, that all right, title and interest in and to the trademarks is exclusively held by Owner, and all goodwill associated with such trademarks inures solely to Owner.

FEDERAL FUNDED MATTERS:

Buy America. The Certifier shall, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. 2 C.F.R. § 200.322

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended.) The Certifier who applies or bids for an award of \$100,000 or more agrees to file and cause to be filed the required certification, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The Certifier must complete the “Disclosure of Lobbying Activities” certification pursuant to 31 U.S.C. § 1352 available at <https://www.state.gov/key-topics-bureau-of-democracy-human-rights-and-labor/lobbying-disclosure-and-certification>.

Clean Air Act. For contracts and subgrants of amounts in excess of \$150,000, the Certifier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq including all reporting requirements.

Conflicts of Interest. The Certifier represents and warrants its compliance with the federal awarding agency’s conflict of interest policies. See 2 CFR § 200.112.

Contract Work Hours and Safety Standards Act. For contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers the Certifier agrees to include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily

available on the open market, or contracts for transportation or transmission of intelligence.

Copeland “Anti-Kickback” Act. The Certifier agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Davis-Bacon Act. When required by Federal program legislation, and for all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, the Certifier agrees to include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

Domestic preferences for procurements. The Certifier represents and warrants that it will comply with the applicable requirements of 2 C.F.R. § 200.322 concerning the purchase, acquisition, or use of goods, products, or materials produced in the United States.

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” as may be further amended and applicable. See 2 C.F.R. Pt. 200, App. II

Federal Solid Waste Disposal Act. The Certifier represents and warrants that it will comply with the applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. See 2 C.F.R. § 200.323

Federal Water Pollution Control Act. For contracts and subgrants of amounts in excess of \$150,000, the Certifier agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

Prohibition on certain telecommunications and video surveillance equipment or services. The Certifier represents and warrants that it will comply with 2 C.F.R. § 200.216. The Certifier will

not enter, extend or renew a contract to procure telecommunications equipment or video surveillance equipment or services produced or provided by: (i) Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (ii) Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or (iii) any entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Records Retention. The Certifier represents and warrants its compliance with the records retention requirements of 2 CFR Part 200 which shall be in addition to Owner's record retention policy and/or requirements.

Rights Inventions Made Under Contract or Agreement. The Certifier 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."

Suspension and Debarment. The Certifier certifies that it and its principals are not suspended or debarred from doing business with the United States nor are they listed on the System of Award Management (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, 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.

Whistleblower protections. To the extent applicable, the Certifier represents and warrants that it will comply with 2 C.F.R. § 200.217.