TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
GRANT CERTIFICATIONS AND AFFIRMATIONS

By entering into this Contract, Grantee, without exception affirms, certifies, understands, and agrees to adhere to the following Certifications and Affirmations throughout the life of the Contract.

Additionally, Grantee represents and warrants that these Certifications and Affirmations apply to Grantee and all of Grantee's principals, officers, directors, shareholders, partners, owners, agents, employees, subgrantees, independent contractors, and any other representatives who may provide services and/or goods under, or who have a financial or any other interest in this Contract.

If the Grantee, at any time during the Contract Term, no longer can certify and/or affirm any of the Certifications and Affirmations for itself or persons/entities identified below, the Grantee will promptly disclose such to DFPS.

As instructed by DFPS, Grantee agrees to comply with any requirements and provide the documents that are necessary to maintain compliance with the following Certifications and Affirmations.

A. Abortion Provider and Affiliate Transactions Prohibited. Grantee certifies that this Contract is not a taxpayer resource transaction prohibited by Texas Government Code §2273.003 made by DFPS to the Grantee and Grantee's Receipt of appropriated funds under this Contract are not prohibited by Article IX, Section 6.24 of the General Appropriations Act.

B. Antitrust Affirmation. Grantee has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Grantee hereby assigns to DFPS any claims for overcharges associated with this Contract under 15 U.S.C. §1, et seq., and Texas Business and Commerce Code §15.01, et seq.

C. Artificial Intelligence Disclosure. Grantee certifies that it disclosed 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. Grantee promises not to use an artificial intelligence system to perform the Contract without the prior written consent of DFPS.

D. Buy Texas Affirmation. If this Contract is for services, the Grantee will comply with Texas Government Code §2155.4441 for the purchase of products and materials produced in the State of Texas. However, this Section is not applicableto Contracts or Agreements with federal funding that further prohibits the use of geographic preferences.

E. Child Support Affirmation Obligation. Under Texas Family Code

§231.006 (relating to delinquent child support), Grantee acknowledges that it is not ineligible to receive the specified Grant, loan, or payment and acknowledges that this Contract will be terminated, and payment will be withheld if this certification is found to be inaccurate.

F. Contracting Information Responsibilities. The requirements of Texas Government Code 552, Subchapter J may apply to this Contract, and the Grantee agrees that this Contract can be terminated if the Grantee knowingly or intentionally fails to comply with a requirement of this Subchapter.

G. COVID-19 Vaccine Documentation. Grantee represents and warrants that it is in compliance with Section §161.0085(c) of the Texas Health and Safety Code and is eligible, pursuant to this Section, to receive a grant or enter into a contract with DFPS payable with state funds.

H. Dealing with Public Servants. Grantee has not given or offered to give and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.

I. Disclosure of Prior State Employment - Consulting Services. If this Contract is for consulting services,

1. In accordance with Texas Government Code §2254.033, a Grantee providing consulting services who has been employed by, or employs an individual who has been employed by, DFPS or another State Agency at any time during the two years preceding the submission of Grantee's offer to provide services must disclose the following information in its offer to provide services. Grantee hereby certifies that this information was provided and remains true, correct, and complete:

- **A.** Name of individual(s) (Grantee or employee(s));
- **B.** Status;
- **C.** The nature of the previous employment with DFPS or the other State Agency;
- **D.** The date the employment was terminated and the reason for the termination; and
- **E.** The annual rate of compensation for the employment at the time of its termination.

2. If no information was provided in response to Section A above, Grantee certifies that neither Grantee nor any individual employed by Grantee was employed, by DFPS or any other State Agency, at any time during the two years preceding the submission of Grantee's offer to provide services.

J. Entities that Boycott Energy Companies. In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code §2274.002 (relating to prohibition on contracts with companies boycotting certain energy companies), Grantee represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Texas Government Code §2274.002 of the Texas Government Code does not

apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Grantee shall promptly notify DFPS.

K. Entities that Boycott Israel. If the Grantee is a "Company" under Texas Government Code §808.001, at the time of executing this Contract, the Grantee is certifying that it does not boycott Israel and will not boycott Israel during the term of this Contract.

L. Excluded Parties. Grantee is not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement or award are listed at https://sam.gov/search/?index. This Contract will be terminated, and payment withheld if this certification is inaccurate. This provision will be included in its entirety in Grantee's subcontracts.

M. Executive Head of a State Agency Affirmation. Under Texas Government Code §669.003 (relating to contracting with the executive head of a state agency), Grantee acknowledges that it is not the executive head of DFPS, was not at any time during the past four years the executive head of DFPS and does not employ a current or former executive head of DFPS.

N. False Statements. Grantee represents and warrants that all statements and information prepared and submitted by Grantee in this Contract and any related Solicitation Response are current, complete, true, and accurate. Grantee acknowledges any false statement or material misrepresentation made by Grantee during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Grantee understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Grantee is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

O. Financial Participation Prohibition. Under Texas Government Code §2155.004, Grantee certifies that the individual or business entity named in this 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.

P. Firearm and Ammunition Industries Discrimination Prohibition. For contracts entered into on or after September 1, 2021, if the Grantee is a Company under Texas Government Code §2274.002, at the time of executing this Contract, the Grantee certifies that it is exempt under that section, or it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

Q. Foreign Adversary Ownership Prohibited. Grantee certifies, represents, and warrants that for the term of this Contract, Grantee is not 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.

R. Foreign Terrorists Organizations. Under Texas Government Code §2252.152, the Grantee warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

S. Former Agency Employees. If this Contract is an employment contract, a professional services contract under Texas Government Code Chapter 2254, or a consulting services contract under Texas Government Code Chapter 2254, in accordance with Texas Government Code §2252.901, Grantee represents and warrants that neither Grantee nor any of Grantee's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of DFPS or other State Agency during the 12 month period immediately prior to the date of the execution of the Contract.

T. Franchise Tax Status. Grantee acknowledges that it is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Texas Tax Code Chapter 171.

U. Human Trafficking Prohibition. Under Texas Government Code §2155.0061, Grantee certifies that it is not ineligible to receive this contract and acknowledges that this contract may be terminated, and payment withheld if it is found that during the five-year period preceding the date of this Contract, the Grantee was convicted of any offense related to the direct support or promotion of human trafficking.

V. Lobbying Prohibition. Payments to Grantee and Grantee's receipt of appropriated or other funds under this Contract are not prohibited by Texas Government Code §§556.005, 556.0055, or 556.008 (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

W. No Conflicts of Interest.

1. Grantee represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to DFPS under this Contract or any related Solicitation and that Grantee's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
2. Grantee agrees that, if after execution of the Contract, Grantee discovers or is made aware of a Conflict of Interest, Grantee will immediately and fully disclose such interest in writing to DFPS. In addition, Grantee will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Grantee or by DFPS as a potential conflict. DFPS reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Grantee agrees to abide by DFPS's decision.

X. Prior Disaster Relief Contract Violation. Under Texas Government Code §§2155.006 and 2261.053 (both relating to ability to receive this Contract,

and convictions or penalties regarding Hurricane Rita, Hurricane Katrina or other disasters), Grantee acknowledges that it is not ineligible to receive this Contract, and that this Contract will be terminated and payment withheld if this certification is found to be inaccurate.

Y. Surveillance, Intimidation, and Related Acts. Grantee certifies that it and its subgrantees have not, directly or indirectly through a third party, engaged in surveillance targeting or engaged in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against:

1. A member of the state legislature or person employed to support the state legislature in any capacity;

2. A family member of a person described by (1);

3. A state agency employee; or

4. An individual making a complaint or raising concerns regarding state agency operations or contracting. Grantee certifies that it and its subgrantees have not, directly or indirectly through a third party, used private or confidential information to manipulate or influence a state contracting decision or proceeding. Grantee acknowledges that it, its executives and directors, and other associated entities and individuals could be terminated, barred from state contracts, and penalized up to $2 million for a violation of Texas Government Code §2261.302.

Z. Suspension and Debarment. Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency under the regulations implementing Executive Order 12549 and Executive Order 12689, 2 CFR Part 376 Debarment and Suspension, and any relevant regulations promulgated by the department or agency funding this project. Grantee agrees that this provision will be included in its entirety in Grantee's Subcontracts if payment in whole or in part is from federal funds. Furthermore, Grantee acknowledges that it has not been subjected to suspension, debarment, or similar ineligibility determined by any state or local governmental entity.

By signing below, the following individual represents that he/she has the requisite legal authority to bind the Grantee, and further certifies, affirms, represents, and warrants that the Grantee adheres to the above Certifications and Affirmations at time of execution and throughout the Contract Term.

GRANTEE

X _____

NAME:

TITLE:

DATE: Click or tap to enter a date.