

RESPONDENT'S CERTIFICATIONS**(This document must be signed and returned with the Response)**

Respondent certifies each of the numbered statements below by signing and returning this document with the Response. If Respondent cannot affirm any certification in whole or part, please provide the facts that prevent Respondent from making the certification with the Response. These certifications are part of the Response and any resulting contract. Untrue, inaccurate or misleading certifications may lead to disqualification of the Response or, after contract award, to TRS exercise of contract remedies, such as termination for cause, and other administrative and criminal penalties.¹

1. Respondent 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.
2. Respondent 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.
3. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of TRS, (2) a person who at any time during the four years before the date of the Response was the executive head of TRS, or (3) a person who employs a current or former executive head of TRS.
4. Respondent 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 TRS during the twelve (12) month period immediately prior to the date of execution of the contract.
5. Respondent certifies that it and its principals are not suspended or debarred from doing business with the State of Texas or the federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management* maintained by the General Services Administration.
6. Respondent certifies that neither Respondent nor any person or entity represented by Respondent has received compensation from TRS to participate in the preparation of the specifications or solicitation on which this Response is based. Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.
7. Respondent represents and warrants that neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, 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 this Response to any competitor or any other person engaged in the same line of business as Respondent.
8. Under Section 231.006 of the Texas Family Code, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
9. Under Section 2261.053 of the Texas Government Code, Respondent certifies that the individual or business entity named in the Response is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.
10. Respondent represents and warrants that it and its officers have 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 it and its officers have not been found to be liable for such practices in such proceedings.
11. Respondent certifies that if a Texas address is shown as the address of the Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
12. Respondent acknowledges that TRS is required by law to post to the Legislative Budget Board's public website information about this solicitation, including Response documents and any awarded contract. Respondent acknowledges that its Response is subject to public disclosure pursuant to the Texas Public Information Act (unless an exception is determined by the Texas Attorney General to be applicable), and it is Respondent's obligation to specifically identify information it claims is confidential or proprietary in connection with its Response.
13. Respondent 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.
14. If Respondent is required to make a verification pursuant to section 2274.002 of the Texas Government Code, Respondent 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 Respondent does not make that verification, Respondent must so indicate that in writing and state why the verification is not required.

¹ Statutory references in this document are to Texas statutory codes.

15. Respondent 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 Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.
16. If Respondent is required to make a verification pursuant to section 2274.002 of the Texas Government Code, Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. If Respondent does not make that verification, it must so indicate in its Response and state why the verification is not required.
17. Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.
18. If Respondent is required to make a certification pursuant to section 2271.002 of the Texas Government Code, Respondent certifies that it does not boycott Israel and will not boycott Israel during the term of the contract. If Respondent does not make that certification, it must indicate in its Response and state why the certification is not required.
19. Respondent's franchise tax account status in the State of Texas is in compliance with all franchise tax requirements, Respondent is current in its franchise tax reporting, and Respondent does not owe past-due Texas franchise tax, or is exempt from or not subject to such tax or reporting.
20. Respondent is in good standing in the jurisdictions where it is required to be authorized, licensed, or certified to conduct business for the purpose of providing the services relating to this solicitation. Respondent agrees to notify TRS in writing promptly upon any material change, including lapse or revocation, in its authorization, licensing, or certification status in any jurisdictions where authorization, licensure, or certification is required to perform the services relating to this solicitation.
21. Respondent agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
22. Respondent certifies that it is not listed in the prohibited vendor's 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.
23. Respondent represents and warrants that all statements and information prepared and submitted in Respondent's Response are current, complete, true, and accurate. Submitting a Response 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 Response and any resulting contract. If any of the certifications made in this document change between submission of the Response and award of a contract, Respondent will promptly notify TRS in writing.
24. Respondent 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.
25. Respondent certifies that it does not employ an individual who has been employed by TRS or another agency at any time during the two years preceding the submission of its Response or, in the alternative, Respondent has disclosed in its Response the following: (i) the nature of the previous employment with TRS or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
26. Respondent certifies that the individual or business entity named in this Response 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.
27. By submitting the Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission this Response.

Name of Respondent: _____

Authorized signatory: _____

Name: _____

Title: _____