

APPENDIX 6

UNIFORM ASSURANCES BY LOCAL GOVERNMENTS

In accordance with Section 783.005 of the Texas Government Code, this document identifies the Uniform Assurances that a state agency must include in its grant agreements and procurement contracts with local governments.

The wording of the Uniform Assurance must substantially conform to the Standard Text. (Alternate versions of the Standard Text for certain Assurances are provided.) It is expected that the following terms will be revised by the state agency as appropriate for conformity with the applicable transaction documents: **Agency**, **Respondent**, **Response**, and **Solicitation**.

General guidance is provided along with examples of supplemental text that routinely accompany the required clause. Any additional text included by the state agency must not conflict with or weaken a Uniform Assurance. It is recommended that grant program managers seek assistance from agency legal counsel prior to modifying the Standard Text as slight variations may result in the state agency's non-compliance with applicable statutes.

Assurance	Standard Text	Guidance
Byrd Anti-Lobbying Amendment	<p>Respondent certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Respondent to conduct such lobbying activities, Respondent shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), Respondent acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.</p> <p style="text-align: center;">Or</p> <p style="text-align: center;"><i>Other text required by the Federal awarding agency.</i></p>	<p>APPLICABILITY: Clause applies to grant agreements and procurement contracts exceeding \$100,000 that are financed from federal funds.</p> <p>NOTE: Unless otherwise directed by the Federal awarding agency, the OMB prescribed SF-LLL is the standard disclosure reporting form for lobbying paid for with non-Federal funds.</p> <p>2 CFR Part 200 Appendix II (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)--</p> <p>In addition to other provisions required by the Federal agency or the non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:</p> <p>(1) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-- Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Legal Authority: 2 CFR Part 200 Appendix II.</p>

Assurance	Standard Text	Guidance
Child Support Obligation	<p>Respondent represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: “Under Section 231.006 of the Family Code, the vendor or applicant 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. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.”</p>	<p>APPLICABILITY: Clause applies to grant agreements and procurement contracts that are financed from state or federal funds.</p> <p>NOTE: Pursuant to Sections 231.006(a) and 231.302(c)(3) of the Texas Family Code, this certification applies to lower tier transactions.</p> <p>Section 231.006(d) of the Texas Family Code mandates the use of statutorily specified text. Section 231.006(j) of the Texas Family Code provides that “A state agency may accept a bid that does not include the required information if the state agency collects the information before the contract, grant, or loan is executed.”</p> <p>Section 231.006(a) of the Texas Family Code provides that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to: (1) receive payments from state funds under a contract to provide property, materials, or services; or (2) receive a state-funded grant or loan.</p> <p>Supplemental text to the required clause may include the following:</p> <p>FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The Social Security number will be used to identify persons that may owe child support and will be kept confidential to the fullest extent allowed under Section 231.302(e) of the Texas Family Code.</p> <p>Legal Authority: TEX. FAM. CODE §§ 231.006, 231.302.</p>

Assurance	Standard Text	Guidance
Clean Air Act and Federal Water Pollution Control Act	<p>Respondent represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).</p> <p>Or</p> <p><i>Other text specified by the Federal awarding agency.</i></p>	<p>APPLICABILITY: Clause applies to grant agreements and procurement contracts exceeding \$150,000 financed from federal funds.</p> <p>2 CFR Part 200 Appendix II (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)--</p> <p>In addition to other provisions required by the Federal agency or the non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:</p> <p>(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Legal Authority: 2 CFR Part 200 Appendix II.</p>
Compliance With Laws, Rules, and Requirements	<p>Respondent represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Respondent 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 Respondent, the more restrictive requirement applies.</p>	<p>APPLICABILITY: Clause applies to grant agreements and procurement contracts financed from federal grant funds.</p> <p>Legal Authority: 2 CFR §§ 200.300, 200.302, 200.303, 200.318.</p>
Contract Oversight	<p>Respondent 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.</p>	<p>APPLICABILITY: Clause applies to procurement contracts that are financed from state or federal funds.</p> <p>Legal Authority: 2 CFR § 200.318(b); TEX. GOV'T CODE § 783.005.</p>

Assurance	Standard Text	Guidance
Contract Work Hours and Safety Standards Act	<p>Respondent represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).</p> <p>Or</p> <p><i>Other text specified by the Federal awarding agency.</i></p>	<p>APPLICABILITY: Clause applies to procurement contracts exceeding \$100,000 that are financed from federal funds and involve the employment of mechanics or laborers.</p> <p>2 CFR Part 200 Appendix II (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)--</p> <p>In addition to other provisions required by the Federal agency or the non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:</p> <p>(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must 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.</p> <p>Legal Authority: 2 CFR Part 200 Appendix II.</p>
Cybersecurity Training Program (Local Government System)	Respondent 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.	<p>APPLICABILITY: Clause applies to grant agreements and procurement contracts that are financed from state or federal funds.</p> <p>Legal Authority: TEX. GOV'T CODE § 2054.5191.</p>
Cybersecurity Training Program (State Contractor)	If Respondent has access to any state computer system or database, Respondent shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with Section 2054.5192 of the Government Code.	<p>APPLICABILITY: Clause applies to grant agreements and procurement contracts that are financed from state or federal funds.</p> <p>Legal Authority: TEX. GOV'T CODE § 2054.5192.</p>

Assurance	Standard Text	Guidance
Davis-Bacon Act and the Copeland Act	<p>Respondent represents and warrants that it will comply with the requirements of 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") and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).</p> <p>Or</p> <p><i>Other text specified by the Federal awarding agency.</i></p>	<p>APPLICABILITY: Clause applies to certain construction contracts financed from federal funds.</p> <p>2 CFR Part 200 Appendix II (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)--</p> <p>In addition to other provisions required by the Federal agency or the non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:</p> <p>(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p> <p>Legal Authority: 2 CFR Part 200 Appendix II.</p>

Assurance	Standard Text	Guidance
Debarment and Suspension	<p>Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the <i>State of Texas Debarred Vendor List</i> maintained by the Texas Comptroller of Public Accounts and the <i>System for Award Management (SAM)</i> maintained by the General Services Administration.</p> <p>Or</p> <p><i>Other text specified by the Federal awarding agency, provided the certification also addresses the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts.</i></p>	<p>APPLICABILITY: Clause applies to grant agreements and procurement contracts that are financed from state or federal funds.</p> <p>2 CFR Part 200 Appendix II (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)--</p> <p>In addition to other provisions required by the Federal agency or the non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:</p> <p>(H) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Legal Authority: 2 CFR Part 200 Appendix II; Executive Orders 12549 and 12689; TEX. GOV'T CODE § 783.005.</p>
Debts and Delinquencies	<p>Respondent agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.</p> <p>Or</p> <p>Respondent agrees that any payments due under the contract or grant shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.</p> <p>Or</p> <p>Respondent acknowledges and agrees that, to the extent Respondent 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 Respondent is otherwise owed under the contract or grant may be applied toward any debt Respondent owes the State of Texas until the debt is paid in full. These provisions are effective at any time Respondent owes any such debt or delinquency.</p>	<p>APPLICABILITY: Clause applies to grant agreements and procurement contracts financed from state funds.</p> <p>Legal Authority: TEX. GOV'T CODE §§ 403.055, 2252.903.</p>

Assurance	Standard Text	Guidance
Disaster Recovery Plan	<p>In accordance with 13 Texas Administrative Code § 6.94(a) (9), Respondent shall provide to Agency the descriptions of its business continuity and disaster recovery plans.</p> <p>Or</p> <p>Upon request of Agency, Respondent shall provide the descriptions of its business continuity and disaster recovery plans.</p> <p>Or</p> <p>Upon request of Agency, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.</p>	<p>APPLICABILITY: Clause required for any grant agreement or procurement contract with an entity that has custody of vital state records.</p> <p>13 TAC § 6.94(a)(9) states that each state agency must require all third-party custodians of records to provide the state agency with descriptions of their business continuity and/or disaster recovery plans as regards to the protection of the state agency's vital state records.</p> <p>The term "vital state record" is defined in Section 441.180(13) of the Texas Government Code to mean any state record necessary to:</p> <ul style="list-style-type: none"> (A) the resumption or continuation of state agency operations in an emergency or disaster; (B) the re-creation of the legal and financial status of the agency; or (C) the protection and fulfillment of obligations to the people of the state. <p>Supplemental text to the required clause may provide additional details regarding the required business continuity and disaster recovery plans (e.g., title and date of plan).</p> <p>Legal Authority: TEX. GOVT CODE § 441.190; 13 TAC § 6.94(a)(9).</p>
Disclosure of Violations of Federal Criminal Law	<p>Respondent 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 SAM.</p> <p>Or</p> <p><i>Other text specified by the Federal awarding agency.</i></p>	<p>APPLICABILITY: Clause applies to grant agreements financed from federal funds.</p> <p>2 CFR § 200.113 provides as follows:</p> <p>The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in § 200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)</p> <p>Legal Authority: 2 CFR § 200.113.</p>

Assurance	Standard Text	Guidance
Disclosure of Prior State Employment	<p>In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Respondent certifies that it does not employ an individual who has been employed by Agency or another agency at any time during the two years preceding the submission of the Response or, in the alternative, Respondent has disclosed in its Response the following: (i) the nature of the previous employment with Agency 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.</p>	<p>APPLICABILITY: Clause applies to procurement contracts for consulting services under Chapter 2254 of the Texas Government Code.</p> <p>The term “consultant” is defined to be a person that provides or proposes to provide a consulting service. The term includes a political subdivision but does not include the federal government, a state agency, or a state governmental entity. TEX. GOV'T CODE § 2254.021.</p> <p>Section 2254.034 of the Texas Government Code states the following:</p> <p>(a) A contract entered into in violation of Sections 2254.029 through 2254.031 is void.</p> <p>(b) A contract entered into with a private consultant who did not comply with Section 2254.033 is void.</p> <p>(c) If a contract is void under this section:</p> <ol style="list-style-type: none"> (1) the comptroller may not draw a warrant or transmit money to satisfy an obligation under the contract; and (2) a state agency may not make any payment under the contract with state or federal money or money held in or outside the state treasury. <p>(d) This section applies to all consulting services contracts, including renewals, amendments, and extensions of consulting services contracts.</p> <p>Legal Authority: TEX. GOV'T CODE § 2254.033.</p>

Assurance	Standard Text	Guidance
Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations	Respondent 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.	<p>APPLICABILITY: Clause applies to grant agreements and procurement contracts that are financed from state or federal funds.</p> <p>Section 2252.906(a) of the Texas Government Code states the following:</p> <p>(a) In this section:</p> <p>(1) “Charitable organization” means an organization that is exempt from federal income tax under Section 501(a), Internal Revenue Code of 1986, by being listed as an exempt organization in Section 501(c) of that code. The term does not include a property owners’ or homeowners’ association.</p> <p>(2) “Grant-making organization” means an organization that makes grants to charitable organizations but is not a private foundation, private foundation trust, or split interest trust.</p> <p>(3) “Private foundation” has the meaning assigned by Section 509(a), Internal Revenue Code of 1986.</p> <p>(4) “Split interest trust” means an irrevocable trust in which the income is first dispersed to the beneficiaries of the trust for a specified period and the remainder of the trust is donated to a designated charity.</p> <p>Legal Authority: TEX. GOV’T CODE § 2252.906.</p>
Discrimination Prohibited	In accordance with Section 2105.004 of the Texas Government Code, Respondent represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.	<p>APPLICABILITY: Clause applies to grant agreements and procurement contracts financed from block grants.</p> <p>Legal Authority: TEX. GOV’T CODE § 2105.004.</p>
Dispute Resolution	The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.	<p>APPLICABILITY: Clause applies to grant agreements and procurement contracts that are financed from state or federal funds.</p> <p>Legal Authority: TEX. GOV’T CODE §§ 791.015, 2009.002.</p>

Assurance	Standard Text	Guidance
<p>Equal Employment Opportunity</p>	<p>The Respondent hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Respondent agrees as follows:</p> <p>(1) The Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Respondent will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The Respondent will, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p>	<p>APPLICABILITY: Clause applies to certain construction contracts financed from federal funds.</p> <p>2 CFR Part 200 Appendix II (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)--</p> <p>In addition to other provisions required by the Federal agency or the non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:</p> <p>(C) 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.”</p> <p>Legal Authority: 2 CFR Part 200 Appendix II.</p>

Assurance	Standard Text	Guidance
<p>Equal Employment Opportunity (continued)</p>	<p>(3) The Respondent will not discharge or any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Respondent's legal duty to furnish information.</p> <p>(4) The Respondent will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Respondent's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The Respondent will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The Respondent will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p>	

Assurance	Standard Text	Guidance
<p>Equal Employment Opportunity (continued)</p>	<p>(7) In the event of the Respondent's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Respondent may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The Respondent will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Respondent will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The Respondent further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Respondent so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p>	

Assurance	Standard Text	Guidance
Equal Employment Opportunity <i>(continued)</i>	<p>(9) The Respondent agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The Respondent further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Respondent agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Respondent under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p style="text-align: center;">Or</p> <p style="text-align: center;"><i>Other text specified by the Federal awarding agency.</i></p>	
Excluded Parties	<p>Respondent 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.</p>	<p>APPLICABILITY: Clause applies as long as Executive Order No. 13224 is in effect.</p> <p>Executive Order 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), was issued by President George W. Bush on September 23, 2001, as a response to the attacks on September 11, 2001.</p> <p>Legal Authority: Executive Order No. 13224.</p>

Assurance	Standard Text	Guidance
Executive Head of a State Agency Affirmation	<p>Under Section 669.003 of the Texas Government Code, Respondent certifies that it does not employ, or has disclosed its employment of, any former executive head of the Agency. Respondent must provide the following information in the Response.</p> <p>Name of Former Executive: _____</p> <p>Name of State Agency: _____</p> <p>Date of Separation from State agency: _____</p> <p>Position with Respondent: _____</p> <p>Date of Employment with Respondent: _____</p> <p>Or</p> <p>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 the Agency, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of the Agency, or (3) a person who employs a current or former executive head of the Agency.</p> <p>Or</p> <p>Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Respondent represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Respondent employs or has used the services of a former executive of Agency, then Respondent shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Respondent, and the date of employment with Respondent.</p>	<p>APPLICABILITY: Clause applies to grant agreements and procurement contracts that are financed from state or federal funds.</p> <p>Section 669.003 of the Texas Government Code states the following:</p> <p>A state agency may not enter into a contract with the executive head of the state agency, with a person who at any time during the four years before the date of the contract was the executive head of the state agency, or with a person who employs a current or former executive head of a state agency affected by this section, unless the governing body:</p> <ol style="list-style-type: none"> (1) votes, in an open meeting, to approve the contract; and (2) notifies the Legislative Budget Board, not later than the fifth day before the date of the vote, of the terms of the proposed contract. <p>Legal Authority: TEX. GOV'T CODE §§ 669.003.</p>

Assurance	Standard Text	Guidance
Federal Solid Waste Disposal Act	<p>Respondent 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.</p> <p>Or</p> <p><i>Other text specified by the Federal awarding agency.</i></p>	<p>APPLICABILITY: Clause applies to certain procurement contracts financed from federal funds.</p> <p>2 CFR Part 200 Appendix II (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)--</p> <p>In addition to other provisions required by the Federal agency or the non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:</p> <p>(J) See §200.322 Procurement of recovered materials.</p> <p>2 CFR § 200.322 (Procurement of Recovered Materials) provides the following:</p> <p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Legal Authority: 2 CFR Part 200 Appendix II.</p>

Assurance	Standard Text	Guidance
<p>Former Agency Employees</p>	<p>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 the Agency during the twelve (12) month period immediately prior to the date of execution of the contract.</p> <p>Or</p> <p>In accordance with Section 2252.901 of the Texas Government Code, 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 the Agency during the twelve (12) month period immediately prior to the date of execution of the contract.</p>	<p>APPLICABILITY: Clause applies to procurement contracts that are consulting services contracts under Chapter 2254 of the Texas Government Code, if appropriated money will be used to make payments under the contract.</p> <p>The term “consultant” is defined to be a person that provides or proposes to provide a consulting service. The term includes a political subdivision but does not include the federal government, a state agency, or a state governmental entity. TEX. GOV'T CODE § 2254.021.</p> <p>Section 2252.901(a) of the Texas Government Code states the following:</p> <p>A state agency may not enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with a former or retired employee of the agency before the first anniversary of the last date on which the individual was employed by the agency, if appropriated money will be used to make payments under the contract. This section does not prohibit an agency from entering into a professional services contract with a corporation, firm, or other business entity that employs a former or retired employee of the agency within one year of the employee's leaving the agency, provided that the former or retired employee does not perform services on projects for the corporation, firm, or other business entity that the employee worked on while employed by the agency.</p> <p>Legal Authority: TEX. GOV'T CODE §§ 2252.901.</p>

Assurance	Standard Text	Guidance
Funding Limitation	<p>Respondent understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.</p> <p>Or</p> <p>The contract or grant shall not be construed as creating a debt on behalf of Agency in violation of Article III, Section 49a of the Texas Constitution. Respondent understands that all obligations of Agency under the contract are subject to the availability of grant funds.</p> <p>Or</p> <p>Respondent agrees that nothing in this grant will be interpreted to create an obligation or liability of the Agency in excess of the funds delineated in this grant. Respondent agrees that funding for this grant is subject to the actual receipt by the Agency of grant funds appropriated to the Agency. Respondent agrees that the grant funds, if any, received from the Agency may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the Agency for the purpose of this grant. Respondent agrees that notwithstanding any other provision of this grant, if the Agency is not appropriated the funds or if the Agency does not receive the appropriated funds for this grant program, or if the funds appropriated to the Agency for this grant program are required to be reallocated to fund other federal or state programs or purposes, the Agency is not liable to pay the Respondent any remaining balance on this grant.</p>	<p>APPLICABILITY: Clause must be included in any grant agreement or procurement contract with a term that crosses the biennium.</p> <p>The Texas Constitution and the General Appropriations Act prohibit an agency from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium. Therefore, any installment purchase, lease, or any other type of purchase which incurs an obligation beyond the current appropriations is strictly prohibited, unless such obligation is expressly conditioned upon continued legislative appropriation. For general information regarding the one exception to the prohibition against incurring excess obligations, refer to the “Termination for Non-Appropriations, Excess Obligations Prohibited” Section of the <i>State of Texas Procurement and Contract Management Guide</i>.</p> <p>Legal Authority: TEX CONST Art III § 49a; TEX CONST Art VIII § 6; General Appropriations Act, Art IX, § 6.03 (2020-2021 Biennium)</p>
Governing Law and Venue	<p>This agreement 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 this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.</p>	<p>APPLICABILITY: Clause required for procurement contracts that are financed from state or federal funds.</p> <p>Legal Authority: TEX. GOV'T CODE § 783.005.</p>

Assurance	Standard Text	Guidance
Indemnification (General)	<p>RESPONDENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCY, AND/OR THEIR 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 RESPONDENT 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 RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.</p>	<p>APPLICABILITY: Clause applies to grant agreements and procurement contracts that are financed from state or federal funds.</p> <p>NOTE: Depending on the transaction, the parties may also negotiate an additional indemnification clause to specifically address intellectual property, engineering services, or architectural services.</p> <p>Vendor created liability under a contract may pose a financial risk to the State in violation of the prohibition against Excess Obligations.</p> <p>Legal counsel should be sought prior to the agency agreeing to a mutual indemnification or indemnification of another entity as such an obligation may constitute a “debt” in violation of law. See Tex. Att’y Gen. Op. No. MW-475 (1982).</p> <p>A statute may expressly authorize the state’s indemnification of another entity. See TEX. GOV’T CODE § 808.003.</p> <p>Supplemental text to the required clause may include the following:</p> <p>THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE RESPONDENT TO INDEMNIFY OR HOLD HARMLESS THE STATE OR AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF AGENCY OR ITS EMPLOYEES.</p> <p>For the avoidance of doubt, Agency shall not indemnify Respondent or any other entity under the contract.</p> <p>Legal Authority: TEX CONST Art VIII § 6; TEX. GOV’T CODE § 2254.0031.</p>
Law Enforcement Agency Grant Restriction	<p>If Respondent is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Respondent 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.</p>	<p>APPLICABILITY: Clause applies to grant agreements financed from appropriated funds.</p> <p>Legal Authority: General Appropriations Act, Art IX, § 4.01 (2020-2021 Biennium).</p>

Assurance	Standard Text	Guidance
Legal Authority	Respondent 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 Respondent's governing body, authorizing the filing of the Response , including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Respondent to act in connection with the Response and to provide such additional information as may be required.	APPLICABILITY: Clause applies to grant agreements that are financed from state or federal funds. Legal Authority: TEX. GOV'T CODE § 783.005.
Limitations on Grants to Units of Local Government	Respondent 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 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: <ul style="list-style-type: none"> • Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; • Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and • Sections 2113.012 and 2113.101 of the Texas Government Code. 	APPLICABILITY: Clause applies to grant agreements financed from appropriated funds. The term "unit of local government" is defined in General Appropriations Act, Art IX, § 4.04 (2020-2021 Biennium) to be: <ol style="list-style-type: none"> (1) a council of governments, a region planning commission, or a similar regional planning agency created under Chapter 391 of the Local Government Code; (2) a local workforce development board; or (3) a community center as defined by Health and Safety Code § 534.001(b). Legal Authority: General Appropriations Act, Art IX, § 4.04 (2020-2021 Biennium).
Lobbying Expenditure Restriction	Respondent represents and warrants that Agency's payments to Respondent and Respondent's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.	APPLICABILITY: Clause applies to grant agreements and procurement contracts that are financed from state or federal funds. Section 403.1067 of the Texas Government Code provides the following: <ol style="list-style-type: none"> (a) An organization, program, political subdivision, public institution of higher education, local community organization, or other entity receiving funds or grants from the permanent funds in Section 403.105, 403.1055, 403.106, 403.1065, or 403.1066 may not use the funds or grants to pay: <ol style="list-style-type: none"> (1) lobbying expenses incurred by the recipient; (2) a person or entity that is required to register with the Texas Ethics Commission under Chapter 305, Government Code; (3) any partner, employee, employer, relative, contractor, consultant, or related entity of a person or entity described by Subdivision (2); or (4) a person or entity who has been hired to represent associations or other entities for the purpose of affecting the outcome of legislation, agency rules, ordinances, or other government policies.

Assurance	Standard Text	Guidance
Lobbying Expenditure Restriction <i>(Continued)</i>	<p>Respondent represents and warrants that Agency's payments to Respondent and Respondent's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.</p>	<p>(b) Except as provided by this subsection, the persons or entities described by Subsection (a) are not eligible to receive the money or participate either directly or indirectly in the contracts, funds, or grants awarded in Section 403.105, 403.1055, 403.106, 403.1065, or 403.1066. A registrant under Chapter 305 is not ineligible under this subsection if the person is required to register under that chapter solely because the person communicates directly with a member of the executive branch to influence administrative action concerning a matter relating to the purchase of products or services by a state agency.</p> <p>(c) Grants or awards made under Section 403.105, 403.1055, 403.106, 403.1065, or 403.1066 may not be conditioned on the enactment of legislation, agency rules, or local ordinances.</p> <p>Section 556.0055 of the Texas Government Code provides the following:</p> <p>(a) A political subdivision or private entity that receives state funds may not use the funds to pay:</p> <ul style="list-style-type: none"> (1) lobbying expenses incurred by the recipient of the funds; (2) a person or entity that is required to register with the Texas Ethics Commission under Chapter 305; (3) any partner, employee, employer, relative, contractor, consultant, or related entity of a person or entity described by Subdivision (2); or (4) a person or entity that has been hired to represent associations or other entities for the purpose of affecting the outcome of legislation, agency rules, ordinances, or other government policies. <p>(b) A political subdivision or private entity that violates Subsection (a) is not eligible to receive additional state funds.</p> <p>Legal Authority: TEX. GOV'T CODE §§ 403.1067, 556.0055.</p>

Assurance	Standard Text	Guidance
No Conflicts of Interest (federal)	<p>Respondent represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance 2 CFR § 200.112.</p> <p>Or</p> <p><i>Other text specified by the Federal awarding agency.</i></p>	<p>APPLICABILITY: Clause applies to grant agreements financed from federal funds.</p> <p>2 CFR § 200.112 provides the following:</p> <p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p> <p>Legal Authority: 2 CFR § 200.112.</p>
No Conflicts of Interest (state)	<p>Respondent represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Respondent represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Respondent shall promptly notify Agency.</p>	<p>APPLICABILITY: Clause applies to grant agreements and procurement contracts that are financed from state or federal funds.</p> <p>Legal Authority: TEX. GOV'T CODE §§ 2252.908, 2254.032; TEX LOCAL GOV'T CODE Chapter 176; Tex. Att'y Gen. Op. No. JC-0484 (2002) (concluding that grants awarded by state agencies are subject to the strict common-law rule prohibiting conflict of interest) see also Tex. Att'y Gen. Op. No. KP-0259 (2019) (determining that Section 2261.252(e) of the Texas Government Code does not abrogate the common-law conflict of interest doctrine for state agency purchase orders of \$25,000 or less).</p>
No Waiver of Sovereign Immunity	<p>The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.</p>	<p>APPLICABILITY: Clause applies to grant agreements and procurement contracts that are financed from state or federal funds.</p> <p>Legal Authority: U.S. CONST. amend. XI.</p>
Open Meetings	<p>If the Respondent is a governmental entity, Respondent represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.</p>	<p>APPLICABILITY: Clause applies to grant agreements and procurement contracts that are financed from state or federal funds.</p> <p>Legal Authority: TEX. GOV'T CODE § 551.002.</p>
Political Polling Prohibition	<p>Respondent 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.</p>	<p>APPLICABILITY: The prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party. General Appropriations Act, Art IX, § 4.03 (2020-2021 Biennium).</p> <p>Legal Authority: General Appropriations Act, Art IX, § 4.03 (2020-2021 Biennium).</p>

Assurance	Standard Text	Guidance
Texas Public Information Act	<p>Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant 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, Respondent is required to make any information created or exchanged with the State pursuant to the contract or grant, 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 State.</p> <p>Or</p> <p>Respondent understands that Agency will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State 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 State.</p>	<p>APPLICABILITY: Clause applies to grant agreements and procurement contracts that are financed from state or federal funds.</p> <p>Supplemental text to the required clause may include the following:</p> <p>Specific formats acceptable to the Agency include Word, Excel, and pdf.</p> <p>Supplemental text to the required clause may include details of the agency’s protocol for labeling confidential information and procedures for receipt and handling of public information requests.</p> <p>Legal Authority: TEX. GOV’T CODE Chapter 552; TEX. GOV’T CODE § 2252.907.</p>
Reporting Compliance	<p>Respondent represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.</p>	<p>APPLICABILITY: Clause applies to grant agreements that are financed from state or federal funds.</p> <p>Legal Authority: 2 CFR § 200.327-.329; TEX. GOV’T CODE § 783.005.</p>
Records Retention (federal)	<p>Respondent represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. Agency reserves the right to direct a Respondent to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Respondent must include the substance of this clause in all subawards and subcontracts.</p>	<p>APPLICABILITY: Clause applies to grant agreements and procurement contracts financed from federal funds.</p> <p>Legal Authority: 2 CFR § 200.333.</p>
Records Retention (state-grant)	<p>Respondent shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Respondent for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Respondent to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Respondent must include the substance of this clause in all subawards and subcontracts.</p>	<p>APPLICABILITY: Clause applies to grant agreements financed from state funds.</p> <p>NOTE: The records retention time period may be modified as necessary to be consistent with the state agency’s approved records retention schedule.</p> <p>Legal Authority: TEX. CIV. PRAC. & REM. CODE § 16.051; TEX. GOV’T CODE § 441.185.</p>

Assurance	Standard Text	Guidance
Records Retention (state-procurement)	<p>For the time period specified in Section 441.1855 of the Texas Government Code, Respondent shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. Respondent must include the substance of this clause in all subcontracts.</p>	<p>APPLICABILITY: Clause applies to procurement contracts financed from state grant funds.</p> <p>Section 441.1855 of the Texas Government Code provides:</p> <p>(a) Notwithstanding Section 441.185 or 441.187, a state agency:</p> <ol style="list-style-type: none"> (1) shall retain in its records each contract entered into by the state agency and all contract solicitation documents related to the contract; and (2) may destroy the contract and documents only after the seventh anniversary of the date: <ol style="list-style-type: none"> (A) the contract is completed or expires; or (B) all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the contract or documents are resolved. <p>(b) A contract solicitation document that is an electronic document must be retained under Subsection (a) in the document's electronic form. A state agency may print and retain the document in paper form only if the agency provides for the preservation, examination, and use of the electronic form of the document in accordance with Subsection (a), including any formatting or formulas that are part of the electronic format of the document.</p> <p>(c) In this section:</p> <ol style="list-style-type: none"> (1) "Contract solicitation document" includes any document, whether in paper form or electronic form, that is used by a state agency to evaluate responses to a competitive solicitation for a contract issued by the agency. (2) "Electronic document" means: <ol style="list-style-type: none"> (A) information that is created, generated, sent, communicated, received, or stored by electronic means; or (B) the output of a word processing, spreadsheet, presentation, or business productivity application. <p>Legal Authority: TEX. GOV'T CODE § 441.1855.</p>

Assurance	Standard Text	Guidance
Remedies for Nonperformance	<p>If Respondent fails to comply with any requirement of the contract, Agency may terminate or cancel all or any part of the contract, may obtain substitute requested items, may withhold acceptance and payments to Respondent, may revoke any prior acceptance, may require Respondent to refund amounts paid prior to revocation of acceptance and may pursue all rights and remedies against Respondent under the contract and any applicable law. Remedies for nonperformance may also include suspension or debarment. No provision of the contract shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Agency as an agency of the State of Texas or otherwise available to Agency. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the contract or otherwise available to Agency by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.</p> <p>Or</p> <p><i>Other contract text that satisfies the requirements of 2 CFR Part 200 Appendix II (A).</i></p>	<p>APPLICABILITY: Clause applies to procurement contracts exceeding the federal Simplified Acquisition Threshold that are financed from federal funds.</p> <p>2 CFR Part 200 Appendix II (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)--</p> <p>In addition to other provisions required by the Federal agency or the non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:</p> <p>(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p> <p>Legal Authority: 2 CFR Part 200 Appendix II.</p>
Reporting Suspected Fraud and Unlawful Conduct	<p>Respondent represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.</p>	<p>APPLICABILITY: Clause applies to grant agreements that are financed from state or federal funds.</p> <p>Section 321.013(a) of the Texas Government Code provides:</p> <p>The State Auditor shall conduct audits of all departments, including institutions of higher education, as specified in the audit plan. At the direction of the committee, the State Auditor shall conduct an audit or investigation of any entity receiving funds from the state.</p> <p>Legal Authority: TEX. GOV'T CODE § 321.022.</p>

Assurance	Standard Text	Guidance
Rights to Inventions Made Under a Contract or Agreement	<p>Respondent 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 Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the Respondent 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.”</p> <p style="text-align: center;">Or</p> <p style="text-align: center;"><i>Other text specified by the Federal awarding agency.</i></p>	<p>APPLICABILITY: Clause applies to certain grant agreements and procurement contracts financed from federal funds.</p> <p>2 CFR Part 200 Appendix II (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)--</p> <p>In addition to other provisions required by the Federal agency or the non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:</p> <p>(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient 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,” the recipient or subrecipient must 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.</p> <p>Legal Authority: 2 CFR Part 200 Appendix II.</p>

Assurance	Standard Text	Guidance
State Auditor's Right to Audit	<p>The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.</p> <p>Or</p> <p>Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by the Respondent 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 state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Respondent or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Respondent 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.</p>	<p>APPLICABILITY: Clause applies to grant agreements or procurement contracts that are financed from state or federal funds.</p> <p>Supplemental text to the required clause may include the following:</p> <p>The contract or grant may be amended unilaterally by Agency to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.</p> <p>Legal Authority: TEX. GOV'T CODE § 2262.154.</p>
Subaward Monitoring	<p>Respondent represents and warrant 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.</p>	<p>APPLICABILITY: Clause applies to grant agreements that are financed from state or federal funds.</p> <p>Legal Authority: 2 CFR § 200.331(d); TEX. GOV'T CODE § 783.005.</p>

Assurance	Standard Text	Guidance
Termination and Cancellation Circumstances	<p>Agency reserves the right to terminate the contract at any time, in whole or in part, without cost or penalty, by providing thirty (30) calendar days' advance written notice. Agency reserves the right, in its sole discretion, to terminate the contract in whole or in part for Respondent's material breach, provided that Respondent has been given advance written notice specifying the nonperformance and a thirty (30) calendar day period in which to cure the breach.</p> <p>In the event of contract termination, Respondent must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. Termination or expiration of the contract shall not affect Agency's right to use previously purchased licensed software through the term of each such license, nor any maintenance or support purchased prior to such termination. In the event of contract termination, the Agency's sole and maximum obligation shall be to pay Respondent for previously authorized services completed in accordance with contract requirements and performed prior to the effective date of termination. Agency shall have no other liability, including no liability for any costs associated with the termination.</p> <p>Agency reserves the right to pursue reasonable costs, fees, expenses, and other amounts or damages available to the Agency under the contract or under applicable law, including, but not limited to, attorneys' fees and court costs, if termination or cancellation is at the Respondent's request or if the Agency terminates the contract for cause.</p> <p style="text-align: center;">Or</p> <p style="text-align: center;"><i>Other contract text that satisfies the requirements of 2 CFR Part 200 Appendix II (B).</i></p>	<p>APPLICABILITY: Clause applies to procurement contracts exceeding \$10,000 that are financed from federal funds.</p> <p>2 CFR Part 200 Appendix II (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)--</p> <p>In addition to other provisions required by the Federal agency or the non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:</p> <p style="padding-left: 40px;">(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.</p> <p>Legal Authority: 2 CFR Part 200 Appendix II.</p>