



Library Grantsmanship Academy

Request for Proposal # 306-19-0293

February 15, 2019

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Section 1 Project Introduction

1.1 Project Scope

The Texas State Library and Archives Commission (TSLAC) intends to contract with one (1) qualified vendor with the appropriate experience and skills necessary to develop learning materials, conduct/deliver content instruction, and provide participant guidance for the **Library Grantsmanship Academy (Academy)**, a new project-based pilot program (Program) for Texas public libraries serving communities with populations under 25,000.

The Academy is a TSLAC Program designed to build the capacity of smaller libraries to successfully write and submit grant proposals and manage awarded grant projects. This Program provides an opportunity for library staff to spend time building grantsmanship skills and strategically thinking about sustaining their library programming goals.

The Academy will be delivered in three phases. The Awarded Vendor under this Request For Proposal (RFP) will participate in Phases One and Two. In Phase One, the Awarded Vendor will deliver instruction for a single 3-5 day in-person workshop (Workshop) on the topic of **grantsmanship, including grant research, grant writing, and grant management**. In Phase Two, the Awarded Vendor will provide guidance to Workshop Participants (Participants) in writing a grant proposal to implement a library program in the participating libraries' respective communities. Approximately 85 percent of the Awarded Vendor's work will be accomplished during Phase One with the remaining work accomplished during Phase Two. A Phase Three will follow the approval and award of a grant for the proposed projects and entail the Participant's implementation of the approved programs with funding from TSLAC during state fiscal year 2020 (September 2019-August 2020).

The target audience for the Workshop is staff working in small public libraries serving communities under 25,000 that have been selected through a TSLAC-managed application process to participate in and attend the Academy. A maximum of twenty-eight (28) library staff will be selected attend the workshop from a maximum of fourteen (14) libraries (no more than two participants per selected library).

The Academy itself will be delivered in two Phases, as further described below. The Awarded Vendor under this RFP is required to develop and deliver Workshop content that will ensure Academy Participants can accomplish tasks outlined below.

Academy Participants

Phase One: During this Phase, Academy Participants will have an opportunity to learn about grantsmanship via in-person training, including grant research, grant writing, and grant management. The Workshop content will provide expert guidance so each Participants has skills necessary draft a formal grant proposal for an actual project that can be implemented by the Participant within their local library program. . During Phase One, Academy participants will:

- Attend one (1) in-person 3 to5-day workshop with curriculum supporting topics on library grantsmanship.
- Learn strategies, processes, and tools for writing and managing grants through the in-person workshop.
- Develop a funding-eligible grant proposal for library programming that is in line with the library's mission and vision and addresses a need in the local community.

Phase Two: Academy participants will have additional time to continue refining their final grant proposals using the training and skills developed in Phase One of the Academy. The Awarded Vendor will provide follow-up support to all Participants through up to three individualized phone calls, or other agreed upon channels, through August 31, 2019. Awarded Vendor will provide one grant proposal review to each participating library before submission of the final proposal. By no later than a target date of July 15, 2019, Participants will submit the final grant proposal to TSLAC using the online grant management system at <https://grants.tsl.texas.gov> for potential grant award for the 2020 state fiscal year.

Awarded Vendor

Phase One: The Awarded Vendor will design and develop curriculum, including activities for Participants, and identify relevant resources necessary to successfully deliver one (1) 3-5 day in-person on-site Workshop between April 29, 2019, and June 7, 2019, to selected Participants from qualified libraries.

Phase Two: The Awarded Vendor will provide follow-up support to Participants and other support staff at Participants' libraries through up to three individualized phone call or other agreed upon channel through August 31, 2019. Awarded Vendor will provide one grant proposal review to each participating library before final proposal submission to TSLAC.

The Awarded Vendor will work in collaboration with the TSLAC Project Manager to meet TSLAC program outcomes and goals. In addition to providing subject matter expertise, the Awarded Vendor will be required to demonstrate flexibility and creativity in conducting activities, providing resources, determining appropriate content delivery methods, establishing Project timelines and implementing general program approach. The TSLAC Project Manager will be available to provide program feedback, additional resources about Participants and their home library environment, and to assist as needed to ensure that the Awarded Vendor has the information necessary to be successful in accomplishing the program goals and objectives.

Awarded Vendor(s) must demonstrate understanding and prior use of best practices in delivering accessible instruction to workshop participants who may be hearing impaired or have other disabilities. TSLAC Project Manager will be available to assist Awarded Vendor in providing specific services to meet Participant needs for accessibility standards, such as ASL interpretation, captioning, etc.

All custom materials developed under this Solicitation will become property of TSLAC unless otherwise negotiated by the Awarded Vendor. TSLAC reserves the right to reuse and repurpose the course materials for future programs.

1.2 Project Specifications

The Awarded Vendor under this Solicitation will be responsible for developing, designing and delivering the content and materials for a multiple-day in-person Workshop, and one-on-one follow-up support sessions (Program) per the specifications detailed below and within other sections of this solicitation document. The Awarded Vendor will deliver the in-person Workshop in one (1) Texas location and provide individualized follow-up support to Academy Participants. The designated Workshop location and timeframes are outlined in [Section 2.4](#); however, TSLAC's Project Manager will coordinate with the Awarded Vendor to finalize the in-person Workshop dates, times, location and other specifications.

TSLAC prefers that the same instructor(s) deliver the in-person Workshop and follow-up support. However, TSLAC will consider a Proposer with multiple instructors if the Proposer can demonstrate similar successful outcomes for all proposed instructors. If a Proposer requests to use multiple instructors, each instructor must meet the minimum required qualifications outlined in [Section 3](#) of this Solicitation, and provide all information required in this Solicitation for each proposed instructor.

1.2.1 Mandatory Program Learning Outcomes

As explained in the Section 1.1 Program Scope above, the Awarded Vendor will be responsible for developing, designing and delivering all content and materials for the in-person Workshop and follow-up support.

Workshop content will provide to Participants:

- i. Strategies, tools, and resources to research funding opportunities for libraries seeking to implement and sustain library programming to support a local library's mission and vision;
- ii. Exercises and information necessary to develop skills necessary to write a successful grant proposal;
- iii. Exercises and information necessary to develop skills necessary to successfully manage a grant-funded project; and
- iv. Guidance on best practices required to develop a draft grant proposal to support a TSLAC-eligible library program in their local community during state fiscal year 2020.

During the **follow-up support sessions**, Participants will receive:

- i. Guidance and feedback required to develop a deeper understanding of grantsmanship, supplementing Workshop content relating to the various stages of grant research and grant writing as provided through program curriculum and instructor's expertise.
- ii. Feedback and guidance from Awarded Vendor on Participant's draft grant proposal developed during the Workshop.
- iii. A final version of the grant proposal developed in the Workshop, eligible for submission to TSLAC.

1.2.2 Mandatory Program Content Specifications

Awarded Vendor must develop Academy Workshop and Follow-up content that includes the following:

- i. Overview and discussion of the purpose of grantsmanship in supporting library programming.
- ii. Discussion of how the local library's mission and vision direct strategic planning efforts, specifically related to library programming.

- iii. Practical (real-life vs. theoretical) examples, approaches and tools necessary to successfully research grant opportunities, write grant proposals, and manage grant awards; examples and benchmarks of successful programs are encouraged.
- iv. In-class exercises to assist Participants in developing grantsmanship skills, including grant research, grant writing, and grant management; and, in-class time to complete the exercises.
- v. Strategies and tools for measuring the effectiveness and impact of grant-funded library programming, once implemented.
- vi. Strategies for ongoing management of library grants.
- vii. Practical examples and recommendations for methods to engage with the library’s community as necessary to publicize the library’s grant-funded programming.
- viii. Strategies for communicating the value of library programming and grants to library staff and community stakeholders.

1.2.3 Mandatory Program Materials for Participants

The Awarded Vendor may revise and/or adapt existing or previously presented workshop materials, as appropriate, if approved by TSLAC’s Project Manager. Materials, activities, and handouts must be designed to enhance the Workshop content and may be compiled into a physical or digital workbook, website, playlist/podcast, or other relevant resources. Suggested resource types and formats might include:

- i. Case Studies
- ii. Practitioner testimonies
- iii. Best practice documents
- iv. Multimedia, such as digital video, or other resources
- v. Job aids or other just-in-time reference materials
- vi. Templates, especially relating to suggested plan development, components, and milestones
- vii. Worksheets, including prompting questions, for Participants’ reflection and future action
- viii. Planning activities or frameworks
- ix. Bibliographies and resources for supplemental information

The final approved materials for the in-person Workshop must be delivered to TSLAC on or before the date in Section 3, and may be delivered via print, USB, or other electronic medium. Awarded Vendor must tailor all materials for this Program, and for the target audience of public library staff working in small libraries serving communities of 25,000 (pop.) and under.

Interested Proposers must demonstrate how the proposed resources will provide Academy Participants the knowledge and resources necessary to meet the Program’s Learning Objectives identified in [Section 1.2.1](#) above.

Awarded Vendor must certify that all Program materials are free of copyright restrictions or must provide a written consent form in the final document from the author and/or publisher for all copyrighted material used in the Workshop.

The Awarded Vendor must submit to TSLAC’s Project Manager for review **drafts** of all handouts s/he deems necessary and appropriate to the in-person Workshop’s success no later than 5 weeks prior to final agreed-upon Workshop date as outlined in Section 2.4. Finalized handouts or materials must be submitted to TSLAC’s Project Manager for review and approval three (3) weeks prior to the Workshop date as outlined in [Section 2.1](#).

1.2.4 Proposed Workshop Presentation Schedule

The proposed schedule for the 3 to 5-day Workshop is outlined below. Scheduled times may change due to curriculum needs, availability of selected participants, and location availability.

Day #1	8:30 a.m.-5:30 p.m.
Day #2	8:30 a.m.-5:30 p.m.
Day #3	8:30 a.m.-5:30 p.m.
Day #4	8:30 a.m.-5:30 p.m.
Day #5	8:30 a.m.-1 p.m.

1.2.5 Final Program Materials and Documents

A. Final Workshop Materials

Awarded Vendor will provide to TSLAC electronic copies of all curriculum, presentation, and other materials for use and retention by Workshop Participants. These documents must be delivered on or before the date stated in Section 2.1 below.

If Awarded Vendor complies the due date for document submission, TSLAC will reproduce and assemble handouts and/or other Workshop materials for Participant packets, and other curriculum-based items created during the course of the Workshop, including draft proposals created by Participants, as necessary for in-class review.

TSLAC will retain the rights to all handouts and materials customized with TSLAC-specific information and distributed for this Workshop, including the right to reformat and redistribute materials in alternative learning formats.

Final Workshop materials must include, but are not limited to, all of the following:

- i. Workshop agenda
- ii. Workshop curriculum
- iii. PowerPoint or similar document for presentation
- iv. Relevant hands-on exercises and/or activities
- v. Evaluation form

1.2.6 Individualized Follow-up Support

The Awarded Vendor will provide follow-up support for each Participant's library (a minimum of three contacts per library), on or before TSLAC's final grant proposal acceptance and approval.

Follow-up support provided by the Awarded Vendor must include, but is not limited to:

- i. Reviewing each Participant's draft(s) and/or final grant proposal before submission to TSLAC.
- ii. Providing feedback and guidance on Participant's grant proposal, which may include recommendations for equipment, layout, service design, and other needs that arise from understanding the project in context of the Participant's home library during the Workshop and/or follow-up support.
- iii. Providing follow-up resources to Participant to complement Workshop content.

Section 2 Project Requirements

2.1 Project Timeline

Project Deliverables	Due Date*
Awarded Vendor Contacts TSLAC Project Manager to begin discussion of Project objectives and scheduling.	1 week after contract signing, on or before 3/22/2019
Awarded Vendor submits draft in-person workshop lesson plans, handouts, and activities to TSLAC project manager.	4 weeks after contract signing, on or before 4/12/2019
Awarded Vendor submits final in-person workshop lesson plans, handouts, and activities to TSLAC project manager.	5 weeks after contract, on or before 4/19/2019
Awarded Vendor delivers in-person Workshop; specific dates to be finalized.	7 weeks after contract signing, between 4/29/2019-6/7/2019
Awarded Vendor provides maximum of 3 follow-up support sessions to Academy Participants until final grant proposal is submitted, and approved by TSLAC.	14 weeks after contract signing on or before 8/31/2019

*TSLAC reserves the right to alter dates as necessary to accomplish Project objectives and performance requirements. Proposer must demonstrate in response the ability to work within the timeline outlined above.

2.2 Awarded Vendor's Responsibilities

The Awarded Vendor will develop and provide an instructor(s) to deliver one (1) in-person multi-day training workshop and a maximum of 3 follow-up sessions with each Academy Participant per the specifications and deadlines outlined in the Solicitation.

- (a) Awarded Vendor is responsible for all travel and lodging costs and arrangements for the instructor(s) delivering the Workshop. TSLAC will not reimburse any travel costs incurred by Awarded Vendor for Project under this RFP.
- (b) The Awarded Vendor is responsible for all training preparation, materials, and delivery of the Workshop at a location and on a date and time mutually agreed upon with TSLAC.
- (c) Awarded Vendor will provide a maximum of 3 follow-up consultative sessions to each Workshop Participant on or before August 31, 2019.
- (d) Awarded Vendor(s) must communicate with TSLAC's Contract Manager no later than **March 22, 2019**, to begin discussion of Project objectives and scheduling.
- (e) Awarded Vendor will negotiate with TSLAC to finalize Workshop dates within the specific date range of **April 29, 2019 through June 7, 2019**; Workshop date must be finalized by **March 15, 2019**.
- (f) Awarded Vendor will submit all Workshop materials and other Workshop-related deliverables to TSLAC's Project Manager for approval in accordance with the dates outlined in [Section 2.1](#).
- (g) If weather conditions or other unforeseen circumstances will delay the scheduled Workshop, the Awarded Vendor must immediately provide notice to the TSLAC Project Manager and the TSLAC Purchasing Department. Awarded Vendor must keep TSLAC informed at all times of any delays or interruptions in the Workshop schedule, including those due to unforeseen circumstances. No exceptions will be granted if the Awarded Vendor does not provide required notification to TSLAC. Acceptable forms of notice are an email or a telephone call. The telephone call must be followed up with an email for tracking purposes.

2.3 TSLAC Responsibilities

- (a) TSLAC will provide Program objectives and goals to the Awarded Vendor within ten days of contract award.
- (b) TSLAC will provide information on selected participants to Awarded Vendor prior to Awarded Vendor's development of draft in-person Workshop materials, which may include library characteristics collected during application process, including each library's mission and vision.
- (c) TSLAC will provide on-site support for Workshop, including technology and supplemental copying/document duplication.
- (d) TSLAC will manage the Academy Participant progress to ensure Program deadlines are met.
- (e) TSLAC will schedule the Workshop based on availability of appropriate facilities at the designated location and in agreement with the schedule of the Awarded Vendor.
- (f) TSLAC will provide feedback on Participants' proposed plans and grant projects in conjunction with Awarded Vendor.
- (g) TSLAC will design the Outcomes Based Evaluation Form that will be completed by Workshop Participants; Workshop instructor will administer evaluation forms during Workshop and provide completed evaluation forms to TSLAC Project Manager.

2.4 Proposed Workshop Location

The TSLAC Project Manager will coordinate with Awarded Vendor to determine final date and location for the Workshop Presentation. TSLAC prefers that Workshop take place in Austin, but will consider other options if deemed beneficial to Program Participants. The Workshop will be delivered in a single week on a mutually agreed upon daily schedule between the hours of 8:00 a.m. and 7:00 p.m., Central Time.

TSLAC will provide final notification of date and location to Awarded Vendor on or before April 1, 2019. Workshop may only be rescheduled with the approval of TSLAC's Project Manager.

Awarded Vendor must schedule and present the Workshop on or after April 29, 2019 and the Workshop must conclude on or before June 7, 2019.

2.5 Project Subcontractors

TSLAC prefers to select a Primary Vendor to be responsible for completing all work for this Project, and that a single instructor or instructors deliver all Program content – in-person Workshop and Follow-up Support.

Any Subcontractors providing services under an Awarded Contract shall meet the same requirements and level of experience required of Awarded Vendor. No subcontracts under an Awarded Contract shall relieve the Awarded Vendor of responsibility for ensuring the requested services are provided and acceptable to TSLAC.

Proposers planning to subcontract all or a portion of the work to be performed must identify the proposed subcontractors and provide information on proposed subcontractors required of Proposer in other parts of this Solicitation.

2.6 Project Budget

Interested Vendor's proposal must include a turnkey budget detail that is all inclusive. Budget detail will identify costs necessary to accomplish the Workshop and follow-up support inclusive of any associated travel costs. Awarded Vendor's travel expenses (including, but not limited to transportation, lodging, and meals) will not be paid separately under an Awarded Contract, but must be included in full budget price and not as a single budget line item.

2.7 Project Payment

Payments to the Awarded Vendor under this Project will be tied to the successful completion of specified Project deliverables for the given time period. Payment will be issued in three installments tied to acceptance of Project services provided.

Project services will include:

1. TSLAC acceptance and approval of final Workshop curriculum, materials, exercises and receipt of documents by deadline state in Section 2.1
2. Awarded Vendor's delivery of in-person Workshop
3. Completion of Follow-up support delivered to Participants

Once the work for each service is reviewed and accepted, and services for a billing month are determined complete by TSLAC, the agency will approve an accepted invoice and process for payment. Payment will be made according to the State of Texas prompt payment laws.

It is the responsibility of the Awarded Vendor to submit accurate invoices according to TSLAC invoicing instructions and in a timely manner. Invoicing instructions are provided in [Appendix G](#) of this solicitation.

Awarded Vendor must submit the final invoice under this Project no later than twelve (12) days after the final Follow-up Support session under this Project. All Follow-up Support sessions must be completed no later than **August 31, 2019**.

Section 3 Proposal Submission

3.1 Schedule of Events

Event	Event Date*
RFP Released	February 15, 2019
Vendor Questions Submitted to TSLAC	February 22, 2019, at 5:00 p.m.
Questions and Answers to be posted on the ESBD on or before	March 1, 2019
RFP Opened (last day to submit Responses)	March 8, 2019, at 10:00 a.m.
Contract Award Target	No later than March 15, 2019
Services to begin upon execution of contract	

*TSLAC reserves the right to change the dates in the Schedule of Events above upon written notification to prospective Vendors through a posting on the ESBD. It is the responsibility of interested Vendors to check the ESBD for all updates and changes.

3.2 Request for Response Opening

The public opening of the Solicitation will take place at the time and date listed in [Section 3.1](#) at the following location:

Texas State Library and Archives Commission
1201 Brazos Street, 2nd Floor Commission Meeting Room
Austin, Texas 78701

NOTE: This meeting will be open to the public; however, only the names of the Vendors will be read out loud during this meeting.

3.3 Proposer Qualifications

Proposers must submit documentation to demonstrate compliance with each the following. Proposals not meeting all of the Minimum Qualifications specified in Section 3.3.1 below will be determined non-responsive and will not be evaluated.

3.3.1 Minimum Vendor Qualifications

- a. Professional experience in grantsmanship, including research, writing, and management of grants (i.e., work experience, development of training content/materials, etc.)
- b. Professional experience developing in-person training content and workshops for adult learners
- c. A minimum of three (3) years professional experience teaching or consulting with non-technical audiences
- d. Submission of curriculum vitae or resume indicating professional degrees, experience, and citations related to the Workshop topic areas or training abilities
- e. Proposer must provide three (3) professional references; references must be for similar projects

3.3.2 Preferred Vendor Qualifications

- a. A minimum of three (3) years professional experience teaching or consulting with library staff
- b. Professional experience teaching or consulting on the topic of grantsmanship, including research, writing, and management of grants
- c. Professional experience teaching or consulting on the topic of grantsmanship, including research, writing, and management of grants at the state or national level
- d. Publication of books and/or articles about grantsmanship, including research, writing, and management of grants

3.3.3 Vendor Knowledge

Proposers must provide documentation, such as work samples, to demonstrate knowledge in all of the following areas:

- a. Professional experience or work relating to grantsmanship
- b. Professional experience using and communicating best practices on the topic of grantsmanship, including research, writing, and management of grants
- c. Awareness of varying approaches to grantsmanship, in reference to public libraries
- d. Awareness of existing resources to support grantsmanship, including research, writing, and management of grants
- e. Professional experience developing in-person training content for adult learners

3.3.4 Work Samples

Proposers must provide the following work samples with the Response:

- a. Video clips or links to video clips of presentations or workshops presented on grantsmanship topics
- b. List of workshops and presentations on topics related to grantsmanship, including research, writing, and management of grants, preferably in a public library setting
- c. One or more training handout(s) from workshops or presentations on topics related to grantsmanship

Web links to sample materials posted online are acceptable, but must demonstrate personal development of referenced materials by Proposer.

3.3.5 Evidence of Preferred Qualifications

Proposers may provide web links or citations to relevant handouts, presentations, or professional publications to demonstrate meeting Preferred Qualifications.

3.4 Response Requirements

- a. **Responses must address all criteria listed in the RFP Submittal Requirements Checklist ([Appendix B](#)).**
- b. Responses must include a sample of the Vendor's proposed contract and/or terms and conditions, if different than the terms and conditions included in this Solicitation ([Appendix E](#)), including any proposed changes to the schedule in [Section 2.1](#).
- c. Vendor's documentation provided with the Response must be complete and comprehensive. TSLAC will not be responsible for locating or securing information not included in the Response. Failure to furnish required documentation with the Response may result in the Response being deemed incomplete and non-responsive, resulting in rejection.
- d. TSLAC will not be responsible for any expenses relating to Responses or Vendors development of documentation that may result from this procurement action. Vendors are responsible for all costs associated with preparing a response to this Response.
- e. All Responses must be received and time stamped at the TSLAC Purchasing Department (Room 309) by the time and date specified in [Section 3.1](#). TSLAC will disqualify all submittals received past the time and date specified in [Section 3.1](#).
- f. The envelope or package that the Responses are submitted in must be CLEARLY identified with the RFP # 306-19-0293 and Response opening date and time listed [Section 3.1](#). It is the Vendor's responsibility to appropriately mark and deliver the Response to the TSLAC by the specified date and time.
- g. **The TSLAC is not responsible for lost or late Responses!**
- h. **Telephone and facsimile Responses will not be accepted.**
- i. Receipt of all addenda to these Responses should be acknowledged by returning a signed copy of each addendum with the submitted Response **BEFORE** the Response opening date and time shown in [Section 3.1](#).
- j. **Vendors are required include their DUNS number and System for Awards Management (SAM) Expiration Date on the Solicitation Coversheet ([Appendix A](#)). Vendor must have an active SAM registration and be permitted to do business with the federal government in order to be considered for this solicitation**
- k. Vendors must enter their Texas Identification Number System (TINS), full company name and address on the Solicitation Coversheet ([Appendix A](#)).
- l. Vendors must comply with all rules, regulations, and statues relating to purchasing in the State of Texas, in addition to the other requirements within this Response.
- m. Responses cannot be altered or amended after opening time. No Response can be withdrawn after opening time without approval by the TSLAC based on acceptable written request.
- n. TSLAC, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. Do not include tax in the Response. Tax Exemption Certificates are available upon request.
- o. Tie Response awards will be made in accordance with Texas Government Code § 2155, Subchapter H and 2.27 (Preferences). Consistent and continued tied Responses could cause rejection of Responses by the TSLAC and/or investigation for antitrust violations.
- p. Late, illegible, incomplete, or otherwise non-responsive Responses will not be considered.
- q. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates Respondent to deliver in 14 calendar days.
- r. Any terms and conditions attached to a Response will not be considered unless specifically referenced within the Response and may result in disqualification of the Response.
- s. Sole Ownership: Pursuant to Section 231.006 (c), Texas Family Code, Responses must include names and social security numbers of each person with at least 25% ownership of the business entity submitting the Response.
- t. **ALL RESPONSES MUST BE SIGNED AND DATED BY A PERSON AUTHORIZED TO BIND THE**

COMPANY IN A CONTRACT. FAILURE TO SIGN AND DATE THE SOLICITATION COVERSHEET WILL RESULT IN DISQUALIFICATION OF A SUBMITTED RESPONSE.

3.5 Amendments to Solicitation

TSLAC will post any amendments to this Solicitation as an addendum on the ESD. It is the responsibility of interested parties to periodically check the ESD for updates to the procurement prior to submitting a response. The Vendor's failure to periodically check the ESD will in no way release the selected Vendor from "addenda or additional information" resulting in additional costs to meet the requirements of this Solicitation.

Vendor must acknowledge receipt of all addenda to this Solicitation by returning a signed copy of each addendum with the submitted Response BEFORE the Response opening date and time.

3.6 Questions

- a. All questions shall be submitted in writing to TSLAC Purchasing via email to purchasing@tsl.texas.gov or at facsimile 512-475-3393 no later than the time and date listed in [Section 3.1](#). **All inquires must have "Questions concerning RFP # 306-19-0293" listed in the subject line of the email.**
- b. TSLAC will post all questions and answers on the ESD no later than the time and date listed in [Section 3.1](#). It is the Vendor's responsibility to view these questions and answers; TSLAC will **NOT** send a notification email when posted. If a Vendor does not have Internet access, a copy of all written responses may be obtained through the point of contact listed on the Solicitation Coversheet.
- c. If Vendor takes any exceptions to any provisions listed in this Solicitation, these exceptions must be specifically and clearly identified by Section in Vendor's response to this Solicitation, and the Vendor must propose an alternative with their Response.

3.6.1 Communication Restrictions

Except as otherwise provided in this Section, other employees and representatives of the TSLAC will not answer questions or otherwise discuss contents of this Solicitation with any potential Vendor or its representatives until award of this Solicitation. Failure to observe this restriction may result in disqualification of any subsequent Response. This restriction does not preclude discussions unrelated to this Solicitation.

3.7 Texas Public Information Act

Any Response that bears a copyright will be rejected as non-responsive. Responses will be subject to the Texas Public Information Act, Texas Government Code, Chapter 552, and may be disclosed to the public upon request after award. Subject to the Act, Vendors may only protect trade and confidential information from public release. **Vendors are responsible for reading the Public Information Act and understanding how it applies to this Solicitation.**

The determination of whether information is confidential and not subject to disclosure under the Public Information Act is the duty of the Office of the Attorney General (OAG). TSLAC must provide the OAG sufficient information to render an opinion and, therefore, vague and general claims to confidentiality by the Vendor are not acceptable. The TSLAC shall comply with all opinions of the OAG.

TSLAC assumes no responsibility for asserting legal arguments on behalf of anyone. Vendors are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

If Vendor's Response contains any information which Vendor claims is confidential and not subject to release under the PIA, Vendor must prepare and deliver with Solicitation submission one USB drive, CD, or DVD containing the following information:

- a. One PDF file containing the complete a copy of all Vendor's submissions pursuant to this Solicitation. The PDF file shall be named "Complete [Manager] Documents, [Vendor's Name], TSLAC [Manager] #306-19-0293: CONTAINS CONFIDENTIAL INFORMATION."
- b. One PDF file containing a copy of all Vendor's submissions with all information claimed as confidential excised, blacked out or otherwise redacted. The PDF file shall also contain an Appendix which contains clear references to all redacted information including a general description of the redacted information. The PDF file shall be marked "For Public Release: Redacted Version of [Vendor's Name], TSLAC [Manager] #306-19-0293"

- c. In compliance with Senate Bill 20 ([TX SB20](#)) all contracts signed by TSLAC will be posted on the TSLAC website. All responses to this Solicitation are subject to Public Information Act requirements. Additional information is available at the link below: <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm>

Please p. 12 list any confidential information in [Appendix C](#).

3.8 Format of Solicitation Submittal Requirements Checklist

A checklist of the documents/items required and the required formatting of the Response is provided in [Appendix B](#). Vendors must complete the checklist and place in the front of the original Response. **Failure to include all the requested information in the Interested Vendor's Response will result in disqualification. Vendor is required to ensure all required forms and documents are submitted with the Response, and have been signed by person authorized to act on behalf of the Vendor.**

3.9 Submission

- a. Vendor shall submit one (1) original and three (3) copies of their Response, which should be clearly marked. Each submittal shall be presented in a three-ring binder. Response pages should be tabbed and contain an organized, paginated table of contents corresponding to the section and pages of the Response. The Vendor may also choose to submit their response via email in which the subject line must follow this format [(Vendor Name); RFP #306-19-0038; Strategic Planning and Management of Public Library Technology]
- b. Vendor shall also submit a digital copy of the complete Response on a CD, DVD, or USB flash drive with the original Response submittal. If Vendor is emailing their response no digital copy is required upon submittal.
- c. **The Solicitation Coversheet must be signed and dated in order to qualify the Response to be considered for evaluation.**
- d. All Responses will become the property of the TSLAC upon submission.
- e. TSLAC reserves the right to reject any and/or all Responses received, and to cancel this Solicitation in part or in its entirety. This solicitation of Responses in no way obligates TSLAC to award a contract.

3.10 Delivery of Responses

Responses shall be submitted to the TSLAC Purchasing Department via email to Purchasing@tsl.texas.gov or shall be submitted to the TSLAC Purchasing Department by U.S. Postal Service, Overnight/Express Mail, or Hand Delivered to 1201 Brazos Street, Room 309, Austin, Texas 78701 by the Response opening date and time listed in [Section 3.1](#). Purchasing hours of operation are from 8:00am to 4:30pm CST, excluding official state holidays.

Please note that Responses can be received earlier than the date listed in [Section 3.1](#). To ensure Responses arrive in time, it is highly recommended that it is arranged to have them delivered the day before opening date. TSLAC will not be held responsible for Responses that arrive late.

3.11 Response Opening

Responses will be opened by TSLAC at the time and date listed on in [Section 3.1](#).

- a. All submitted Responses become the property of the TSLAC after the Response submittal deadline/opening date.
- b. Responses submitted shall constitute a Response for ninety (90) days or until an award is made by the TSLAC, whichever occurs later.
- c. A response to this Solicitation is a Response to contract based upon the terms, conditions, and specifications contained herein. Responses do not become contracts until awarded.
- d. The factors listed in Texas Government Code § 2155.074, § 2156.007, and § 2157.003 shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.

3.12 Response Evaluation

This Request for Proposal will be awarded based on the best value for the Texas State Library and Archives Commission and the State of Texas, as defined by Tex. Government Code, Section 2155.074. Each Proposal will be evaluated based on price, instructor qualifications, and sample materials submitted. The Proposal with the lowest cost and that best meets the requirements of this Solicitation will receive the best score per evaluation criteria provided in this Solicitation and will be determined as the best value for TSLAC and the State.

A committee will be established to evaluate the Proposals. The committee will include employees of TSLAC.

3.12.1 Evaluation Criteria

The evaluation team will determine best value by applying the following criteria and assigned weighted values. Each Response will be evaluated using the following criteria and point system. Each criterion has been assigned a maximum amount of points that can be given for that particular criterion. A Proposer will not be given more points than the maximum points assigned to each criterion. The maximum amount of points to be given shall total 100.

Criteria	Possible Points
Project Budget	30
Minimum Vendor Qualifications	20
Preferred Vendor Qualifications	20
Vendor Experience/Knowledge	20
Work Samples	10
Total	100

3.13 Contract Award

Following the final award decision, TSLAC will proceed with contract negotiations and finalize a contract with the Vendor whose Proposal was scored as the highest and is considered the Best Value. If a contract cannot be successfully negotiated within a reasonable period of time with the Selected Vendor, contract negotiations will be terminated and negotiations with the next highest-ranking Proposer will begin.

3.14 Cancellation by Awarded Vendor

An Awarded Vendor that cancels an offer under this Solicitation, after TSLAC awards a contract, will be required to pay liquidated damages to TSLAC in an amount equal to the difference between the Awarded Vendor’s offer and the next best offer.

Vendors must submit valid offers and must ensure time is available in future work schedules to perform the services of this Solicitation.

3.15 Best Value Statement

TSLAC reserves the right to award this Solicitation to the Vendor whose Response is evaluated as the Best Value to the agency and the State of Texas. Per state procurement statutes, rules and regulations, Best Value does not always mean lowest cost.

3.16 Contract Term and Extension of Award

The term of service will begin immediately upon receipt of a fully-executed Contract and will conclude no later than **August 31, 2019**, unless otherwise extended or terminated earlier by either party. An Awarded Contract may be extended at the sole discretion of the TSLAC, with the agreement of the Awarded Vendor. Such an extension may include additional workshop dates and locations, but only if offered at the same unit cost of Awarded Contract. If additional Workshops are required due to larger than anticipated requests to participate by qualified participants, a revised schedule may be negotiated between Awarded Vendor and TSLAC.

3.17 Vendor Performance Tracking

TSLAC will monitor the performance of a contract issued under this Solicitation. All services under an Awarded Contract shall be performed at an acceptable quality level and in a manner consistent with acceptable industry standards, custom, and practice.

At the conclusion of an Awarded Contract, TSLAC will submit a Vendor Performance Report to the Comptroller of Public Accounts (CPA). The Awarded Vendor will receive a paper copy of this report, as well as an emailed copy. A sample of the Vendor Performance Report can be found at

<https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/performance-faq.php>

3.18 TSLAC Terms and Conditions

TSLAC Terms and Conditions are listed within [Appendix D](#). These will become part of any contract awarded under this solicitation. The TSLAC reserves the right to add, delete, and amend terms and conditions. The Awarded Vendor will be notified of changes to the terms and conditions.

Please list terms and conditions that Vendor takes issue with in [Appendix E](#).

3.19 LSTA Terms and Conditions

TSLAC Terms and Conditions are listed within [Appendix F](#). These will become part of any contract awarded under this solicitation. TSLAC is unable to make changes to the LSTA terms and conditions.

Please note that it is required that a potential Vendor provide their [Duns & Bradstreet Number](#) (DUNS) and a current registration within the [System for Award Management](#) (SAM) to qualify for this opportunity. Vendors who are unable to meet this requirement may be disqualified from the Solicitation process. For more information about this requirement, please refer to our [FAQs webpage](#).



**Texas State Library and Archives Commission
Solicitation Coversheet – Appendix A**



Issue Date: February 15, 2019 **RFP #:** 306-19-0293 **Response Deadline:** March 15, 2019 at 10:00 a.m. CDT

NIGP Class & Item Code: 924-16 **Solicitation Description:** Library Grantsmanship Academy

AGENCY & SUBMITTAL INFORMATION		
Agency Contact	Submittal Delivery Address	Submittal Information
<p align="center">Kelly Wenzel Phone: 512-936-2774 Email: purchasing@tsl.texas.gov</p>	<p align="center">Texas State Library & Archives Commission ATTN: Purchasing, Room #309 1201 Brazos Street Austin, Texas 78701 7:30am – 4:30pm</p>	<p>Please refer to the Section 3 of the Solicitation for instructions on the Submission of your Response to this Solicitation.</p> <p>This page MUST be signed and submitted with the proposal packet by the date and time listed in Section 3.1 of the Solicitation.</p>
Billing Information	Destination of Goods or Services	<p>Please note that unsigned coversheets, late coversheets, or missing coversheets will result in disqualification.</p>
<p>Texas State Library & Archives Commission Accounting Department PO Box 12516 Austin, Texas 78711 Phone: (512) 463-5471 Email invoices to AP@tsl.texas.gov</p>	<p>Texas State Library & Archives Commission 1201 Brazos Street Austin, TX 78701</p>	

VENDOR INFORMATION	
Vendor Name: _____	Phone Number: _____
Address: _____	Fax Number: _____
*City, State, Zip: _____	DUNS #: _____
Email Address: _____	SAM.gov _____
Vendor ID #: _____	Exp Date: _____
Federal EIN: _____	HUB Status, _____
	if applicable _____
	DIR Contract #, _____
	if applicable _____

The Vendor ID Number is the Payee Identification Number assigned and used by the Texas Comptroller of Public Accounts to process payment for goods/services. Enter this number in the Vendor ID # field above. (If a Vendor does not have a Texas Vendor Identification number, please complete the TINS application and submit with this Coversheet: <http://www.comptroller.texas.gov/forms/ap-152.pdf>)

In addition, enter your Federal Employers Identification number in the Federal EIN field above. In an effort to minimize identity theft, every company MUST have an Employers Identification Number (EIN) prior to award of a contract. For information on obtaining your EIN, you may contact the IRS at (800) 829-4933 or visit <https://www.irs.gov/forms-pubs> and complete the Form SS-4.

Award Notice: The State reserves the right to accept or reject all or any part of any bid, waive minor technicalities, and award the bid that will best serve the interest of the State. Any contract may also be extended up to three (3) months at the sole discretion of the State. The State also reserves the right to reject any and all bid items at the sole discretion of the State.

Bid prices are requested to be firm for TSLAC acceptance for 90 days from the Solicitation Response Deadline (Opening Date).

SIGNATURE REQUIRED
The person who signs this Coversheet must have the authority to bind the company into a contract.

Printed Name: _____ Job Title: _____

Signature: _____ Date: _____

*By signing this form, Vendor certifies that if a Texas address is shown as the address of the company, the Vendor qualifies as a Texas Resident Bidder as defined in TAC Rule § 20.38.



**Texas State Library and Archives Commission
Solicitation Coversheet – Appendix A**



IMPORTANT!

Interested Vendors MUST address all inquiries and communications concerning this Solicitation to the Individual listed in the Agency Contact box of this Solicitation Coversheet.

Communications with anyone other than the Agency Contact may result in disqualification for a Solicitation.

ACKNOWLEDGEMENT OF ADDENDA

Any amendment to this solicitation will be posted as an addendum on the Electronic State Business Daily (ESBD). It is the responsibility of the Interested Vendor to periodically check the ESBD for updates to the solicitation prior to submitting their proposals. Respondent's failure to periodically check the ESBD will in no way release the selected Vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the Solicitation.

Receipt of all addenda to this Solicitation shall be acknowledged by returning a signed copy of each addendum with the response. Failure to include the signed addenda may result in disqualification from evaluation of the Vendor's submitted response.

PREFERENCES

In case of tie bids, one or more preferences described in [Texas Government Code § 2155](#), Subchapter H and listed below will be used to make an award. Tie bids which cannot be resolved by application of one or more preferences shall be made by drawing lots. Please refer to [CPA Texas Procurement Manual, Section 2.27](#) for more information on preferences.

- | | |
|---|--|
| <input type="checkbox"/> Supplies, materials, or equipment produced in Texas/offered by Texas bidder* | <input type="checkbox"/> USA produced supplies, materials, or equipment |
| <input type="checkbox"/> Agricultural products produced or grown in Texas | <input type="checkbox"/> Products of person with mental or physical disabilities |
| <input type="checkbox"/> Agricultural products & services offered by Texas bidders* | <input type="checkbox"/> Energy Efficient Products |
| <input type="checkbox"/> Products produced at facilities located on formerly contaminated property | <input type="checkbox"/> Rubberized asphalt paving material |
| <input type="checkbox"/> Products & services from economically depressed or blighted areas | <input type="checkbox"/> Recycled motor oil & lubricants |
| <input type="checkbox"/> Products made of recycled, remanufactured or environmentally sensitive materials, including recycled steel | <input type="checkbox"/> Vendors that meet and exceed air quality standards |
| <input type="checkbox"/> Texas Business that is owned by a service-disabled veteran* | <input type="checkbox"/> Recycled or Re-used Computer equipment or Other Manufacturers |
| <input type="checkbox"/> The commission and all state agencies making purchase of vegetation for landscaping purposes, including plants, shall give preferences to Texas vegetation native to the region if the cost to the state is not greater and the quality is not inferior. | <input type="checkbox"/> Foods of Higher Nutritional Value |

*By signing this form, Vendor certifies that if a Texas address is shown as the address of the company, the Vendor qualifies as a Texas Resident Bidder as defined in TAC Rule § 20.38.

VENDOR NOTE: Please include your Cost and Fee Submittal detailed summary after this document, unless otherwise instructed in the Solicitation. Be sure to include all costs associated with your proposal and/or the confirmation that the requested workshop schedule in this Solicitation is acceptable.

Appendix B – RFP Submittal Requirements Checklist

- Please present one original and three copies of your Response in a three-ring binder. Please use the table below to organize your Response in the following order by the corresponding tab number.
- Provide digital copy of Response on a CD, DVD, or USB flash drive with the original Response binder.
- Response pages must be numbered and contain an organized, paginated, table of contents corresponding to the Section and pages of the Response.
- **Response must include all of these elements in order to be considered!**

Requested Item	Tab Number	Vendor Initials	For TSLAC
RFP Submittal Checklist (Appendix B)	Front Page of Binder		
Signed Solicitation Coversheet (Appendix A), Including DUNS and SAM Expiration information	1		
Project Cost/Budget Submittal (Section 2.6)	2		
Confidential Information Form (Appendix C), Vendor Non-Disclosure Agreement (Appendix I), and Conflict of Interest Disclosure Form (Appendix J)	3		
Vendor Qualifications Documentation (Section 3.3.1 & 3.3.2)	4		
Vendor Experience/Knowledge Documentation (Section 3.3.3)	5		
Vendor Work Samples (Section 3.3.4)	6		
Handout/Materials, if applicable (Section 3.3.5)	7		
Subcontractors (Section 2.5)	8		
Terms & Conditions Issues (Appendix E)	9		
Proposer’s Contract and/or Terms and Conditions	10		
Solicitation Addenda (from the ESBD), <i>if applicable</i>	11		
Vendor Addenda, <i>if applicable</i>	12		

Appendix C – Confidential Information Form

The determination of whether information is confidential and not subject to disclosure under the Public Information Act is the duty of the Office of Attorney General (OAG). TSLAC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Vendor are not acceptable. TSLAC shall comply with the all opinions of the OAG.

TSLAC assumes no responsibility for asserting legal arguments on behalf of any Vendor. Vendors are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Please list below items that you would like kept confidential. Please also mark these items as discussed in [Section 3.7](#).

Page Number	Section Number	Section Title

Appendix D – TSLAC Terms & Conditions

All of the following terms and conditions are hereby made part of this contract with the Texas State Library and Archives Commission (TSLAC) by reference. Submitting a Response with a false statement is a material breach of contract and shall void the submitted Response or any resulting contracts, and the Vendor shall be removed from all solicitation lists. Under these terms and conditions, a Purchase Order is also considered a contract between TSLAC and the Vendor.

Contracts awarded by TSLAC shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in the courts of competent jurisdiction in Austin, Travis County, Texas. Nothing in this Contract or its Appendices shall be construed to waive the State's sovereign immunity. The federal or state courts of the United State located in Texas shall have jurisdiction to hear any dispute under this contract, and service may be made upon TSLAC by first class mail to its address as set forth herein.

In the events of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the following order of priority: Signed TSLAC Contract, TSLAC Terms and Conditions, Attachments to the Contract, the Solicitation, and Vendor's Response to the Solicitation.

1. **Notices.** Unless specifically noted elsewhere in this Contract, any written notices required under this Contract will be either hand delivered to Vendor's office address specified on the signature page of this Contract or to TSLAC's Purchasing Department, 1201 Brazos Street, Room 309, Austin, Texas 78701, or by U.S. Mail, certified, return receipt requested, addressed to the appropriate foregoing address. Notice will be effective on receipt by the affected party. Either party may change the designated notice address by written notification to the other party.
2. **Debarred Vendors List.** Vendor represents and warrants that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local government entity and that Vendor is in compliance with the State statues and rules relating to procurement and that Vendor or its subcontractors are not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.
3. **Duty to Disclose.** If circumstances change or additional information is obtained regarding any of the representations and warranties, or any other disclosure statements, provided by Vendor subsequent to the date of this Contract, Vendor's duty to disclose continues through the term of this Contract.
4. **Sales and Use Tax.** The TSLAC, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Vendor may be able to claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts. Excise Tax Exemption Certificates are available upon request.
5. **Observance of TSLAC Rules and Regulations.** Vendor agrees that at all times its employees will observe and comply with all regulations when accessing the TSLAC facilities, including, but not limited to, parking and security regulations.
6. **Non-Appropriation of Funds.** The State funds are contingent on the availability of lawful appropriates by the Texas Legislature. If the Texas Legislature fails to continue funding for the payments due under an order referencing this contract; the order will terminated as of the date that the funding expires, and the State will have no further obligation to make any payments.
7. **No Other Benefits.** Vendor shall have no exclusive rights or benefits other than those set forth herein.
8. **Prohibited Use of Appropriated or Other Funds Under Control of State Agency; Lobbying.** Vendor represents and warrants that TSLAC's payment to Vendor and Vendor's receipt of appropriated or other funds under this or any resulting Contract is prohibited from use to pay or employ a lobbyist. Refer to Texas Government Code §§ 556.005 or 556.008. *[Updated 08/10/2016]*
9. **Public Information Act.** Information, documentation, and other material in connection with this Solicitation or contract may be subject to public disclosure pursuant to Texas Government Code § 552.021 (the "Public Information Act"). Any part of a submitted Response that is of a confidential or proprietary nature must be clearly and prominently marked on each page as such by the Vendor.
10. **Confidentiality and Open Records.** Vendor shall take all necessary and appropriate action to safeguard all sensitive data and other confidential information from unauthorized disclosure. Whenever the transmission of confidential information is necessary, Vendor shall transmit the information electronically, and such electronic transmission shall be secure and the data encrypted, at a minimum, using 128 AES encryption to protect it from unauthorized disclosure.

Notwithstanding any provisions of this Contract to the contrary, Vendor understands that TSLAC will comply with the Texas Public Information Act as interpreted by judicial opinions and opinions of the State's Attorney General. Within three (3) days of receipt, Vendor shall refer to TSLAC any third-party requests received directly by Vendor for information to which Vendor has access as a result of or in the course of performance under this Contract. Vendor is required to make any information created or exchanged with the state pursuant to this 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.

Texas State Library and Archives Commission
Terms & Conditions

- 11. Antitrust.** Vendor represents that neither the Vendor nor the company, corporation, partnership, or institution represented by the Vendor, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal to any other person engaged in such line of business.
- 12. No Conflicts.** Vendor represents and warrants that Vendor has no actual or potential conflicts of interest in providing services to TSLAC under this Contract and that Vendor's provision of services under this Contract would not reasonably create an appearance of impropriety. Without limitation on the foregoing, other disclosures required under this Contract, and other prohibited work provisions of this Contract, Vendor shall, throughout the term of this Contract, comply with and provide all of the following to TSLAC, upon request: a copy of Vendor's most recent audit, if any, together with a full disclosure of any and all internal control weaknesses, if any; disclosure and detailed description of Vendor's most recent peer review, if any, stating the date of the review and irregularities, if any, and concluding comments; disclosure and detailed description of any emerging irregularities, if any, that could materially affect TSLAC's interests; and disclosure and detailed description of how Vendor determines whether Vendor's outside auditors provide consulting or other services to Vendor or Vendor's clients or to TSLAC.
- 13. Specifications.**
- The State will not be bound by any oral statement or representation contrary to the written specifications.
- Unless otherwise specified, items shall be new and unused and of current production.
 - All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
 - Manufacturer's standard warranty shall apply unless otherwise stated.
 - Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under Texas Government Code § 2155.067. If bidding on other than references, bid should provide manufacturer, brand, or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require Contractor to furnish specified brand names, numbers, etc.
 - Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the Contractor, on request, at Contractor's expense. Each sample should be marked with Contractor's name and address, and requisition number. Do not enclose in or attach bid to a sample.
- 14. Delivery.**
- a) Delivery shall be made during normal business hours (7:30am-4:30pm, CT), unless prior approval or specific instructions have been provided from the TSLAC Purchasing Department.
 - b) No substitutions are permitted without written approval of the TSLAC's Purchasing Department.
 - c) If delay is foreseen, Vendor shall give written notice to the TSLAC. Vendor must keep the TSLAC advised at all times of status of order or completion of services. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TSLAC to purchase supplies or services elsewhere and charge full increase, if any, in cost and handling to defaulting Vendor.
- 15. Permits, Licenses.** Vendor represents and warrants that it has obtained all necessary permits, licenses, easements, waivers, and permissions of whatsoever kind required for its performance and the performance of its subcontractors under this Contract.
- 16. Contract Fulfillment.** If federal or state laws or regulations or other federal or state requirements are amended and judicially interpreted so that either party cannot reasonably fulfill this contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the contract, the parties shall be discharged from any further obligations under this contract.
- 17. Control; Ownership; Legal Proceedings.** Vendor shall immediately notify TSLAC in writing of any actual or anticipated change in the control or ownership of Vendor and of any legal or administrative investigations or proceedings initiated against Vendor regardless of the jurisdiction from which such proceedings originate.
- 18. Time Limits.** Time is of the essence in the performance of this Contract. Vendor shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this Contract.
- 19. Inspection and Tests.** All goods will be subject to inspection and test by the State. Authorized TSLAC personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the Response or on samples taken from regular shipments. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of award.

Texas State Library and Archives Commission
Terms & Conditions

- 20. Payment.** Payment shall be made in accordance with Texas Prompt Payment Act, as specified in the Texas Government Code § 2251. TSLAC shall not pay any amounts for any purpose to Vendor or any entity, except as expressly provided in the Contract. TSLAC reserves the right to make payments only upon receipt of a correct invoice, including all of the required supporting documentation. TSLAC also reserves the right to refuse payments for invoices that exceed the rates specified in the Contract.
- 21. Dispute Resolution.** Unless an applicable state statute or applicable federal law establishes another procedure for the resolution of disputes, the dispute resolution process provided for in the Texas Government Code § 2260, shall be used, as further described herein, by TSLAC and the Vendor to attempt to resolve all disputes arising under this contract. Vendor claims for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in the Texas Government Code § 2260, Subchapter B, of the. To initiate the process, Vendor shall submit written notice, as required by subchapter B, to the Chief Financial Officer or the designate. Said notice shall specifically state that the provisions of the Texas Government Code § 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Vendor and the TSLAC otherwise entitled to notice under the parties' contract. Compliance by Vendor with Subchapter B is a condition precedent to the filing of a contested case proceeding under the Texas Government Code § 2260, Subchapter C. The contested case process provided in the Texas Government Code § 2260, Subchapter C, is Vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TSLAC if the parties are unable to resolve their disputes under this Section. Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by TSLAC nor any other conduct of any representative of TSLAC relating to this contract shall be considered a waiver of sovereign immunity to suit. The submission, processing and resolution of Vendor's claim is governed by the published rules adopted by the Office of the Attorney General pursuant to the Texas Government Code § 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found in the Texas Administrative Code. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Vendor, in whole or in part.
- 22. Gifts.** The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response or contract.
- 23. Compensation.** Pursuant to Texas Government Code § 2155.004, the Vendor has not received compensation for participation in the preparation of the specifications for this Solicitation or Contract.
- 24. Certification Regarding Non-Payment of Child Support.** Pursuant to Family Code § 231.006 (d), re: child support, the Vendor certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to § 231.006 must include names and social security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award.
- 25. Eligibility.** Under Texas Government Code, § 2155.004 of the vendor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. Vendor represents and warrants that it is not delinquent in the payment of any franchise taxes owed the State.
- 26. Liability for Taxes.** Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, state, or local income, sales or excise taxes of Vendor or its employees. TSLAC shall not be liable for any such taxes resulting from this Contract.
- 27. HUBs.** Vendor represents and warrants that it shall comply with the Historically Underutilized Business requirements of this Contract.
- 28. Indemnification.** Vendor shall defend, indemnify, and hold harmless the State of Texas and Customers, ITS OFFICERS, AND EMPLOYEES, AND VENDORS, FROM ANY AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF VENDOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. VENDOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TEXAS STATE LIBRARY AND ARCHIVES COMMISSION (TSLAC).
- THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE VENDOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TSLAC FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TSLAC OR ITS EMPLOYEES, arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
- 29. Debt.** Vendor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas. Vendor shall comply with rules adopted by TSLAC under the Texas Government Code § 403.055, § 403.0551, § 2252.903 and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State.

Texas State Library and Archives Commission
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- 30. Executive Head of a State Agency.** Pursuant to Texas Government Code § 669.003, the TSLAC may not enter into a contract with a person who employs a current or former Executive Head of a state agency until four years have passed since that person was the executive head of the state agency. By submitting a Solicitation Response, the Respondent certifies that it does not employ any person who was the Executive Head of a state agency in the past four years.
- 31. State Auditor's Clause.** Vendor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards.
- 32. Infringements.**
- a) Vendor shall indemnify and hold harmless TSLAC and the State of Texas, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, trade and service marks, copyrights, trade secrets or other proprietary rights, and any other intellectual or intangible property rights in connection with the PERFORMANCE OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEY'S FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.
 - b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to TSLAC's specific instructions, (iv) any intellectual property right owned by or licensed to TSLAC, or (v) any use of the product or service by TSLAC that is not in conformity with the terms of any applicable license agreement.
 - c) If Vendor becomes aware of an actual or potential claim, or TSLAC provides the Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against TSLAC, shall) at Vendor's sole option and expense; (i) procure for the Vendor the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that TSLAC's use in non-infringing.
- 33. Patents and Copyrights.** Vendor shall defend and indemnify TSLAC and the State of Texas against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from TSLAC's or Vendor's use of or acquisition of any services or other items provided to TSLAC by Vendor or otherwise to which TSLAC has access as a result of Vendor's performance under this Contract, provided that TSLAC notify Vendor of any such claim within a five (5) working days time of TSLAC's receiving notice of any such claim. If Vendor is notified of any claim subject to this Section, Vendor shall notify TSLAC of such claim within five (5) working days of such notice. If TSLAC determines that a conflict exists between its interests and those of Vendor or if TSLAC is required by applicable law to select separate counsel, TSLAC shall be permitted to select separate counsel, and the actual costs TSLAC's counsel shall be paid by Vendor. No settlement of any such claim shall be made by Vendor without TSLAC's prior written approval. Vendor shall reimburse TSLAC and the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs arising from any such claim. Vendor represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and claims.
- 34. Vendor Assignments.** Vendor hereby assigns an ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A Section 1, et seq (1973), and the antitrust laws of the State of Texas, Texas Business & Commerce. Code § 15.01, et seq (1967).
- 35. Default.** If the Vendor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any of the terms and conditions of the Contract, the TSLAC may, upon written notice of default to the Vendor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the Contract.

The TSLAC may exercise any other right, remedy or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract, or to recover damages for the breach of any agreement being derived from the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless the TSLAC notifies the Vendor in writing prior to the exercise of such remedy. The Vendor shall remain liable for all covenants and indemnities under the Contract. The Respondent shall be liable for all costs and expenses, including court costs, incurred by the TSLAC with respect to the enforcement of any of the remedies listed herein.

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- 36. Cancellation.** The cancellation of the agreement, under any circumstances whatsoever, shall not affect or relieve Vendor from any obligation or liability that may have been incurred or will be incurred pursuant to this agreement, and such cancellation by TSLAC shall not limit any other right or remedy available to the TSLAC at law or in equity.
- 37. Agreement Amendments.** No modification or amendment to the agreement shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the agreement must be forwarded to the TSLAC Purchasing Department for prior review and approval. Only the contract administrator within the Purchasing Department or his/her designee will be authorized to sign changes or amendments.
- 38. Independent Vendor Status.** Vendor agrees that Vendor and Vendor's employees and agents have no employer-employee relationship with TSLAC. TSLAC shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation insurance payments, or any other insurance payments, nor will TSLAC furnish any medical or retirement benefits, any paid vacation or sick leave.
- 39. Publicity.** Vendor agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of TSLAC's name in connection with any sales promotion or publicity event without the prior express written approval of TSLAC.
- 40. Severability.** If one or more provisions of this agreement, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
- 41. No Waiver.** Nothing in this agreement shall be construed as a waiver of the state's sovereign immunity. This agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. TSLAC does not waive any privileges, rights defenses, or immunities available to TSLAC by entering into this agreement or by its conduct prior to or subsequent to entering into this agreement.
- 42. Property Rights.** For purposes of this contract, the term "work" is defined as all reports, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the services provided under the contract. The TSLAC and Vendor intend this contract to be a contract for services, and each considers the work and any and all documentation or other products and results of the services to be rendered by Vendor to be a work made for hire. By execution of a contract for these services, Vendor acknowledges and agrees that the work (and all rights therein) belongs to and shall be the sole and exclusive property of the TSLAC.

If, for any reason, the work would not be considered a work-for-hire under applicable law, Vendor does hereby sell, assign, and transfer to the TSLAC, its successors and assigns, the entire right, title and interest in and to the copyright of the work and any registrations and copyright applications relating thereto, and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and all to rights corresponding to the foregoing. Vendor agrees to execute all papers and to perform such other property rights as the TSLAC may deem necessary to secure for TSLAC or its designee the rights herein assigned.

Copyrightable material made by the Vendor for TSLAC shall be considered work-made-for-hire for TSLAC within the meaning of the copyright laws. Vendor shall assign all rights, title and interest in such copyrightable materials to TSLAC. Should this work product prove to be patentable, Vendor will assign all patent rights to TSLAC upon request. TSLAC shall have the right, at its discretion, to keep such work product as a trade secret.

Vendor and Vendor's employees shall have no rights of ownership of the Work and any documentation or other products and results of the services or any other property of TSLAC. Any property or Work not specifically scheduled in this Contract as property of Vendor shall constitute property of TSLAC.

In addition to compliance with the right to examination provisions of the Contract, Vendor must deliver to TSLAC, no later than the forty-eight (48) hours after receipt of TSLAC's written request for same, all completed or partially completed Work and any and all documentation or other products and results of the Services under such Contract. Vendor's failure to timely deliver such Work or any documentation or other products and results of the Services will be considered a material breach of the Contract. With the prior written approval of TSLAC, this forty-eight (48) hour period may be extended for delivery of certain completed or partially completed Work or other such information, if such extension is in the best interest of the State of Texas or TSLAC. If Vendor fails to deliver such Work within forty-eight (48) hours after receipt of written request for same, TSLAC may withhold all payments to Vendor, may withhold all authorization for payment of previously approved and future invoices, may impose liquidated damages of \$1,000 per each twenty-four (24) hour period of delay, or a pro rata amount for any portion of each such twenty-four (24) hour period. During the transition from any successor of the Vendor, TSLAC may impose liquidated damages of \$2,000 rather than \$1,000 per each twenty-four (24) hour period of delay, or a pro rata amount for any portion of each such twenty-four (24) hour period. These liquidated damages are in addition to other remedies and rights that are applicable or available to TSLAC for such failure or delay under this Contract.

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- 43. Acceptance of Products and Services.** All products furnished and all services performed under this agreement shall be to the satisfaction of TSLAC and in accordance with the specifications, terms, and conditions of this contract. TSLAC reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.
- 44. Deceptive Trade Practices Act (DTPA).** Vendor represents and warrants that it has not been the subject of a Deceptive Trade Practices Act or any unfair business practice administrative hearing or court suit, and that Vendor has not been found to be guilty of such practices in such proceedings. Vendor certifies that it has no officers who have served as officers of other entities who have been the subject of a Deceptive Trade Practices Act or any unfair business administrative hearing or court suit, and that such officers have not been found to be guilty of such practices in such proceedings.
- 45. Immigration.** Vendor represents and warrants that it will comply with the requirements of the Immigration Reform and Control Act of 1986, the Immigration Act of 1990 (“Immigration Act”), and the Illegal Reform and Immigrant Responsibility Act of 1996 (“IRIRA”) regarding employment verification and retention of verification forms for any individuals hired who will perform any labor or services under this Contract. Vendor also represents and warrants that it shall comply with the requirements of the Immigration Act regarding creation of the lottery system for granting visas and IRIRA which created three (3) year, ten (10) year and permanent bars to entrance into the United States.
- 46. Criminal Conviction Certification.** The Vendor represents and warrants that Vendor has not and Vendor’s employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Vendor has fully advised TSLAC as to the facts and circumstances surrounding the conviction. Vendor has a continuing duty to amend, supplement or correct this representation and warranty not later than ten (10) days after discovering additional information relating to felony criminal convictions of Vendor or any of its employees. Vendor shall not allow any employee convicted of a felony criminal offense to perform tasks related to the contract without such disclosure and express permission from TSLAC.
- 47. Subcontracting.** It is contemplated by the parties hereto that the Vendor shall conduct the performances provided by this contract substantially with its own resources and through the services of its own staff. In the event the Vendor should determine that it is necessary or expedient to subcontract for any of the performances specified herein, the Vendor shall subcontract for such performances only after the Vendor has transmitted to TSLAC a true copy of the subcontract the Vendor proposes to execute with a subcontractor and has obtained TSLAC's written approval for subcontracting the subject performance in advance of executing a subcontract. The Vendor, in subcontracting for any products or performances specified herein, expressly understands and acknowledges that in entering into such subcontracting(s), TSLAC is in no manner liable to any subcontractor(s) of the Vendor. In no event shall this provision relieve the Vendor of the responsibility for ensuring that the finished products and/or services rendered under all subcontracts are rendered so as to comply with all terms of this contract.
- 48. Assignment.** The Vendor will not assign its rights under this contract or delegate the performance of its duties under this contract without prior written approval from TSLAC.
- 49. Accessibility.** TSLAC is required to follow Texas Administrative Code, Title 1, Part 10, Chapter 206, Accessibility and Usability of State Web Sites, Texas Administrative Code, Title 1, Part 10, Chapter 213, and the Federal Section 508, Accessibility Standards.
- 50. Ethics.** Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in the Texas Government Code § 2155.003 of. The Rule outlines the ethical standards required of public purchaser, employees, and vendors who interact with public purchasers in the conduct of state business. Specifically, a TSLAC employee may not have an interest in, or in any manner be connected with a Contract or Solicitation for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of TSLAC or purchasers of other state agencies.
- 51. Convictions in connection with Hurricane Katrina, Hurricane Rita, and subsequent disasters.** Per Senate Bill 608, 80th Legislative Session, TSLAC will not accept Responses, nor award contracts to persons convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Katrina, Hurricane Rita, and subsequent disasters.
- 52. Equal Opportunity.** Vendor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age and disability in the performance of awards.
- 53. Drug Free Workplace.** The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.
- 54. Force Majeure.** Neither Vendor nor TSLAC shall be liable to the other for any delay in, or failure of performance, of any requirement included in any award resulting from a Solicitation caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

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55. Termination. Vendor shall have the right to terminate contracts awarded from this Contract upon a material breach of its terms by TSLAC, which are not cured within thirty (30) days of written notice. If Vendor:

- (a) terminates or suspends its business
- (b) becomes subject to any bankruptcy or insolvency proceeding under any Federal or State statute or
- (c) becomes or subject to direct control by a trustee, receiver, or similar authority,

TSLAC may, in addition to its other legal rights and remedies, terminate this agreement on seven (7) days notice to Vendor. Upon such termination, Vendor will offer TSLAC a prorated refund or subscription fee.

In the event that the Contract is terminated for any reason, or upon its expiration, the TSLAC shall retain ownership of all associated work products and documentation obtained from the Vendor under the Contract.

56. Termination for Convenience. TSLAC reserves the right, in its sole discretion, to terminate the Contract on thirty (30) days written notice to the Vendor. TSLAC also reserves the right, in its sole discretion, to terminate the Contract immediately, with written notice to the Vendor, if it is in the best interests of TSLAC or the State.

57. Termination Remedies. Upon an Event of Default, TSLAC, without limiting any other rights or remedies it may have by law, equity, or under this Contract, will have the right to institute an action for actual damages and/or injunctive relief and/or to terminate the Contract immediately. TSLAC's termination of this Contract shall not limit or waive any remedies TSLAC may have for breach by Vendor of its past, present, or future duties and obligations created by this Contract or otherwise required by applicable law.

All remedies available to TSLAC for breach or anticipatory breach of this Contract by Vendor are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. Liquidated damages, actual damages, cost projections, injunction relief and/or performance bonds may also be invoked either separately or combined with any other remedy in accordance with applicable law.

58. Survival of Terms. Termination of this Contract for any reason shall not release the Vendor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.

59. Supporting Documents; Right to Audit; Independent Audits. Pursuant to Texas Government Code § 2262.154, Vendor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Vendor shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Vendor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the "Services" as defined in this Contract. Vendor and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Vendor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by TSLAC and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor. *[Updated on 08/10/2016]*

60. Limitation on Authority; No Other Obligations. Vendor shall have no authority to act for or on behalf of TSLAC or the State of Texas except as expressly provided for in the Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or TSLAC.

61. Records Retention. Vendor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including, but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Vendor shall maintain all such documents and other records relating to this Contract and the State's property seven (7) years after the expiration or termination of the Contract. *[Updated on 08/10/2016]*

62. Insurance & Other Security. Vendor represents and warrants that it will, upon five (5) days of request, provide TSLAC with current written certificates of insurance or other proof acceptable to TSLAC of the following insurance coverage:

- a) Standard Workers Compensation Insurance as required by the Texas Workers' Compensation Act and Employers' Liability covering all personnel who will provide services under the Contract with the following limits:
 - \$500,000 policy
 - Each Accident limit: \$100,000 bodily injury;
 - \$100,000 bodily injury by disease;

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- Containing a waiver of subrogation as to the Texas State Library & Archives Commission;
- b) Commercial General Liability Insurance, including Independent Contractor's Liability and blanket Contractual Liability Covering, but not limited to, the liability assumed under the indemnification provisions of this Contract; the CGL policy shall be written on an occurrence basis and include endorsement CG2503 Amendment of Aggregate Limits of Insurance (per project) or its equivalent. Occurrence based:
 - Each Occurrence limit: \$1,000,000
 - General Aggregate limit: \$1,000,000
 - Medical Expense each person: \$5,000
 - Personal Injury (including death) & Advertising Liability: \$500,000
 - Bodily injury and Property Damage: \$500,000
 - Products/Completed Operations Aggregate Limit: \$1,000,000
 - Damage to Premise Rented to You: \$50,000
- c) Professional Liability Insurance: \$500,000 minimum each occurrence limit; \$1,000,000 minimum aggregate limit
- d) Comprehensive Automobile Liability Insurance; covering owned, hired, and non-owned vehicles, as well as loading and unloading hazards with a minimum combined single limit for bodily injury (including death) and property damage: Each occurrence limit: \$500,000
- e) Employers Liability: Each Accident - \$1,000,000
- f) Disease – Each Employee: \$1,000,000
- g) Disease – Policy Limit: \$1,000,000

Vendor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with 'A' rating from Best, and authorized to provide the corresponding coverage. Vendor also represents and warrants that all policies contain endorsements prohibiting cancellation, material change, or non-renewal except upon at least thirty (30) days prior written notice to TSLAC.

Vendor further represents and warrants that all policies, except for Workers' Compensation and Employer's Liability Insurance, shall be endorsed to name the Texas State Library and Archives Commission as an additional insured and Loss Payee and shall be considered primary for all claims. Vendor represents and warrants that it shall maintain the above insurance coverage during the term of the Contract and shall provide TSLAC with an executed copy of the policies immediately upon request and at no expense. *[Updated 08/10/2016]*

63. Workers' Compensation Insurance Coverage.

- a) Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b) The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, § 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- c) The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- d) If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- e) The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

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- 1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- f) The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- g) The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h) The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i) The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- 1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4) obtain from each other person with whom it contracts, and provide to the contractor:
 - i. a certificate of coverage, prior to the other person beginning work on the project; and
 - ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- j) By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k) The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.
- l) **VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. TSLAC AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.**

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VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS TSLAC, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE TSLAC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

- 64. Vendor Responsibility for Damage to Government Property.** The Vendor shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Vendor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Vendor shall notify the TSLAC Project Manager in writing of any such damage within one (1) calendar day.
- 65. Vendor Performance.** The TSLAC may monitor the performance of the Contract issued under this Solicitation. All services and goods under the Contract shall be performed at an acceptable service levels and in a manner consistent with acceptable industry standards, custom, and practice. The Vendor will receive a hard copy of this report, as well as an e-mailed copy. The TSLAC will provide a sample of the Vendor Performance Report upon request. More information can be found at http://comptroller.texas.gov/procurement/prog/vendor_performance/vendor-performance-faq/.
- 66. Change Management.** Vendor shall assign only qualified personnel to this Contract. Vendor, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the tasks and services required. Vendor shall provide to TSLAC prior written notice of any proposed change in key personnel involved in providing services under this Contract. Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of the Vendor. No subcontract under the Contract shall relieve the Vendor of responsibility for ensuring the requested services are provided. If Vendor uses a subcontractor for any or all of the work required, the following conditions shall apply:
- a) Vendors planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.
 - b) Subcontracting shall be solely at Vendor's expense.
 - c) TSLAC retains the right to check subcontractor's background and approve or reject the use of submitted subcontractors.
 - d) Vendor shall be the sole contact for TSLAC. Vendor shall list a designated point of contact for all TSLAC inquiries.
- 67. Federal, State, and Local Requirements.** Vendor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Vendor is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation Insurance coverage. Vendor shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Vendor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Vendor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from Vendor's omission or breach of this Section
- 68. Applicable Law & Conforming Amendments.** Vendor must comply with all laws, regulations, requirements and guidelines applicable to a Vendor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. TSLAC reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for TSLAC or Vendor's compliance with all applicable State and federal laws, and regulations.
- This Contract may be amended only upon written agreement between TSLAC and Vendor; however, this Contract may not be amended so as to make it conflict with the laws of the State. TSLAC may issue Purchase Order Change Notices for ordering and tracking purposes consistent with this Contract provided such Purchase Order Change Notices reference the Contract.
- 69. No Liability Upon Termination.** If this Contract is terminated for any reason, TSLAC and the State of Texas shall not be liable to Vendor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Vendor may be entitled to the remedies provided in Texas Government Code, § 2260. Vendor or Vendor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing services under any Contract resulting from this Solicitation. Vendor or Vendor's employees, representatives, agents and any subcontractors shall not be employees of TSLAC. Should Vendor subcontract any of the services required in this Solicitation, Vendor expressly understands and acknowledges that in entering into such subcontract(s), TSLAC is in no manner liable to any subcontractor(s) of Vendor. In no event shall this provision relieve Vendor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Solicitation.
- 70. Independent Vendor.** Vendor or Vendor's employees, representatives, agents, and any subcontractors shall serve as an independent Contractor in providing services under any Purchase Order. Vendor or Vendor's employees, representatives, agents and any subcontractors shall not be employees of the TSLAC. Should Vendor subcontract any of the services required, Vendor expressly understands and acknowledges that in

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entering into such subcontract(s), the TSLAC is in no manner liable to any subcontractor(s) of Vendor. In no event shall this provision relieve the Vendor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with the specifications.

71. **Buy Texas.** Vendor represents and warrants that it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.
72. **Texas Bidder.** Vendor represents and warrants that if a Texas address is shown as the address of Vendor, then Vendor qualifies as a Resident Bidder as defined by Texas Government Code § 2155.444 of the. This term is not applicable when Federal funds are used.
73. **Environmental Protection.** The Vendor shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).
74. **Recovered Materials.** Contractors must comply with Section 6002 of the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items that contain the highest percentage of recovered materials practicable, as designated in the guidelines of the Environmental Protection Agency (EPA) at 40 Code of Federal Regulations (CFR) Part 247.
75. **TSLAC Anti-Fraud Policy.** Vendor represents and warrants that it has read and understood and shall comply with the Comptroller of Public Account's Anti-Fraud Policy located on the Comptroller's website at <https://comptroller.texas.gov/about/policies/ethics.php>, as such Policy currently reads.
76. **Electronic and Information Resources Accessibility Standards.** As Required by 1 Texas Administrative Code Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)
 - 1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Texas Administrative Code Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
 - 2) Vendor shall provide TSLAC with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide TSLAC with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.
77. **Provision for Direct Deposit.** The electronic funds transfer ("EFT") provisions of Texas law were codified in the Texas Government Code § 403.016. Depending on eligibility under the law, certain payments from the State may be directly deposited into Vendor's bank account or may be made by warrant. If Vendor is eligible for direct deposit and wishes to be paid by direct deposit, Vendor must complete the form title "Vendor Direct Deposit Authorization" and return it as soon as possible to: Texas State Library & Archives Commission, Attention: Accounting, PO Box 12516 Austin, Texas 78711.
78. **Disclosure of Security Breach.** Vendor shall provide notice to the Purchasing Department at (512) 463-3037 or purchasing@tsl.texas.gov within twenty-four (24) hours of Vendor's discovery or reasonable belief that there has been unauthorized use, exposure, access, disclosure, compromise, modification, or loss of sensitive or confidential TSLAC information ("Security Incident"). Within twenty-four (24) hours of the notification of a Security Incident, Vendor shall provide a written report to TSLAC's Purchasing Department detailing the circumstances of the incident, which includes at a minimum:
 - a) A description of the nature of the Security Incident;
 - b) The type of TSLAC information involved;
 - c) Who may have obtained TSLAC information;
 - d) What steps Vendor has taken or will take to investigate the Security Incident;
 - e) What steps Vendor has taken or will take to mitigate any negative effect of the Security Incident; and
 - f) A point of contact for additional information.

Each day thereafter until the investigation is complete, Vendor shall provide TSLAC's Purchasing Department with a written report regarding the status of the investigation and the following additional information as it becomes available:

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- a) Who is known or suspected to have gained unauthorized access to TSLAC information;
- b) Whether there is any knowledge if TSLAC information has been abused or compromised;
- c) What additional steps Vendor has taken or will take to investigate the Security Incident;
- d) What steps Vendor has taken or will take to mitigate any negative effect of the Security Incident; and
- e) What corrective action Vendor has taken or will take to prevent future similar unauthorized use or disclosure.

Vendor shall confer with TSLAC's Purchasing Department regarding the proper course of the investigation and risk mitigation. TSLAC reserves the right to conduct an independent investigation of any Security Incident, and should TSLAC choose to do so, Vendor shall cooperate fully by making resources, personnel, and systems access available to TSLAC and TSLAC's authorized representative(s). Subject to review and approval of TSLAC, Vendor, at its own cost, shall provide notice that satisfies the requirements of applicable law to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the Security Incident. If TSLAC, in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing notice shall be reimbursed to TSLAC by Vendor. If Vendor does not reimburse such costs within thirty (30) days of TSLAC's written request, then TSLAC shall have the right to collect such costs.

79. Information Security Requirements.

- a) Vendor shall comply with all applicable state and federal laws and regulations regarding confidentiality, privacy, and security pertaining to TSLAC confidential information.
- b) Access to sensitive or confidential TSLAC information. Vendor represents and warrants that it will take all necessary and appropriate action within its abilities to safeguard sensitive or confidential TSLAC information and to protect it from unauthorized disclosure. If communications with Vendor necessitate the release of confidential TSLAC information, the Confidential Treatment of Information Acknowledgement form (CTIA) must be signed by each individual who will require access to or may be exposed to that information. Vendor shall access TSLAC's systems and sensitive or confidential TSLAC information only for the purposes for which it is authorized.

Vendor shall ensure that any sensitive or confidential TSLAC information in the custody of Vendor is properly sanitized or destroyed when the information is no longer required to be retained by TSLAC or Vendor in accordance with this agreement. Electronic media used for storing any confidential TSLAC information must be sanitized by clearing, purging or destroying in accordance with NIST Special Publication 800-88 Guidelines for Media Sanitization. Vendor must maintain a record documenting the removal and completion of all sanitization procedures with the following information:

- 1) Date and time of sanitization/destruction,
- 2) Description of the item(s) and serial number(s) if applicable,
- 3) Inventory number(s), and
- 4) Procedures and tools used for sanitization/destruction.

No later than sixty (60) days from contract expiration or termination or as otherwise specified in this agreement,

Vendor must complete the sanitization and destruction of the data and provide to TSLAC all sanitization documentation.

Vendor shall not access, process, store or transmit IRS Federal Taxpayer Information unless expressly authorized by this agreement. Vendor shall comply with IRS Publication 1075 requirements if it accesses, processes, stores, or transmits IRS Federal Taxpayer Information.

- c) Access to Internal TSLAC Network and Systems. As a condition of gaining remote access to any internal TSLAC network and systems, Vendor must comply with TSLAC's policies and procedures. TSLAC's remote access request procedures will require Vendor to submit a Remote Access Request form for TSLAC's review and approval. Remote access technologies provided by Vendor must be approved by TSLAC's Information Security Officer. Individuals shall not access internal TSLAC network and systems from outside the United States. Individuals who are provided with access to TSLAC network or systems will be required to participate in TSLAC's Security Awareness Training on an annual basis. The State and TSLAC's Fiscal Year begins on September 1 and ends on August 31. Vendor shall maintain records of all individuals who have completed TSLAC-required training for the duration of the individual's employment with Vendor, plus five years. Upon TSLAC's written request, Vendor shall provide copies of the certificates of completion for TSLAC's Security Awareness Training. On November 1st of each year, Vendor shall submit a list to TSLAC which identifies all individuals who have current access to

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TSLAC network or systems as well as the most recent training completion date for each individual. TSLAC, in its sole discretion, may deny network or system access to any individual that does not complete TSLAC-required training within thirty (30) calendar days following the date of TSLAC's grant of access under this Contract.

- d) TSLAC reserves the right to audit the security measures in effect on Vendor's connected systems without prior warning. Vendor must secure its own connected systems in a manner consistent with an auditable information security framework. TSLAC's audit can consist of a review of third party audit results of Vendor's security measures (e.g., SSAE-16 Type II, ISO 27002 assessment). TSLAC also reserves the right to immediately terminate network and system connections not meeting such requirements.
- e) TSLAC data shall not be accessed from, stored at or transported to locations outside of the United States.
- f) Where applicable, encryption shall conform to or exceed Federal Information Processing Standard (FIPS) 140-2:
 - 1) Backup media containing TSLAC data shall be encrypted at all times.
 - 2) Transmission of TSLAC data across public networks shall be protected by encryption methods such as Virtual Private Network ("VPN"), Secure Shell File Transfer Protocol ("SFTPS"), or File Transfer Protocol over SSL/TLS ("FTPS").
- g) If Vendor is a software manufacturer, then Vendor represents and warrants that it has implemented processes for the protection, detection, remediation, mitigation and timely customer notification of software vulnerabilities associated with its software provided under this agreement.

80. Transition. Upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new agreement and provider. In accordance with this Contract, Vendor shall deliver to TSLAC all completed, or partially completed work and any and all documentation or other products and results of these services.

81. E-Verify. By entering into a Contract, the Vendor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- a) All persons employed to perform duties within Texas, during the Term of the Contract; and
- b) All persons (including subcontractors) assigned by the Vendor to perform work pursuant to the Contract, within the United States of America.

The Vendor shall provide, upon request of the Texas State Library & Archives Commission, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Vendor, and Vendor's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the State, with no prior notification. The Vendor shall also be responsible for the costs of any re-solicitation that the State must undertake to replace the terminated Contract.

82. Business with Iran, Sudan, or Terrorist Organizations. Contractor hereby represents and warrants that it does not, and shall not for the duration of any resulting contract or purchase order hereunder, engage in any business operations, including but not limited to acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce with Iran, Sudan or a foreign terrorist organization. [Updated 09/20/2017]

83. Boycott of Israel. Contractor hereby represents and warrants that it does not, and shall not for the duration of any resulting contract or purchase order hereunder, boycott Israel as defined under Texas Government Code § 808.001(1). [Updated 09/20/2017]

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Appendix F

I. GENERAL TERMS AND CONDITIONS

- A. The Vendor will comply with the following parts of the Texas Comptroller of Public Accounts UGMS revised June 2004, located at: www.comptroller.texas.gov/purchasing/docs/ugms.pdf.
- B. The Vendor will comply with Grant Reform 2 CFR Parts §200 and §3187.
- C. Vendor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, religion or national origin;
 - (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990;
 - (d) The Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
 - (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 - (i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and
 - (j) The requirements of any other nondiscrimination statute(s) which may apply to the application.
- D. The Vendor, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Vendor and its employees may not
- 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
- E. The Vendor certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person 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 in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Vendor shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Vendor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all Vendors shall certify and disclose accordingly, as specified in Title 31 U.S. Code, Sec. 1352.
- F. Vendor's authorized representative certifies to the best of his or her knowledge and belief that neither Vendor nor any of its principals:
- (a) Are presently excluded or disqualified;
 - (b) Have been convicted within the preceding three years of any of the offenses listed in 2 CFR Part § 180.800 (a) or have a civil judgment rendered against it or them for one of those offenses within that time period;
 - (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR Part § 180.800 (a); or
 - (d) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Vendor is unable to certify to any of the statements in this certification, the Vendor shall attach an explanation to these Terms and Conditions.
- G. Vendor understands that acceptance of funds under this contract acts as acceptance of the authority of the Texas State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing

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all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by Sub-Contractors through Vendor, and the requirement to cooperate, is included in any sub-grant awarded.

- H. The Vendor agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three year after the last State Program Report for the Texas LSTA 5-Year Plan 2018-2022, is submitted on December 31, 2023. The Contractor will maintain their records through December 31, 2026.
- I. The Vendor agrees to develop or revise, as necessary, any specific written documentation of its current procedures for
 - (1) collecting and reporting performance measures;
 - (2) conducting a fixed asset inventory; and or,
 - (3) any other issues identified in Vendor's internal audit report or grant activities.

Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Vendor. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.

- J. Vendor may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Vendor understands that the federal awarding agency, IMLS, reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use; and to authorize others to use, for Federal purposes (2 CFR §200.315).

II. ENFORCEMENT

- A. Remedies for noncompliance. If Vendor materially fails to comply with any term of the contract, whether stated in a state or federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Vendor, or more severe enforcement action by TSLAC;
 - 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the current contract for the Vendor's program;
 - 4. Withhold further awards for the program; or
 - 5. Take other remedies that may be legally available.
- B. Hearings, appeals. In taking an enforcement action, TSLAC will provide the Vendor an opportunity for such hearing, appeal, or other administrative proceeding to which the Vendor is entitled under any statute or regulation applicable to the action involved.
- C. Effects of suspension and termination. Costs of Vendor resulting from obligations incurred by the Vendor during a suspension or after termination of an award are not allowable unless TSLAC expressly authorized in the notice of suspension or termination, or subsequently. Other Vendor costs during suspension or after termination that are necessary, and not reasonably avoidable, are allowable if:
 - 1. The costs resulting from obligations that were properly incurred by the Vendor before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are non-cancelable; and,
 - 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Vendor from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec 35) and state law.

Appendix G
INVOICING INSTRUCTIONS
NON-COMPLIANCE WITH INSTRUCTION MAY DELAY PAYMENT

Please use the following procedure when submitting your invoice:

1. Invoices must be in U.S. dollars
2. Invoice must be issued to the Texas State Library and Archives Commission (TSLAC), Attn: ACCOUNTS PAYABLE.
3. Invoices **must** be submitted to the “Bill to” address shown on the Purchase Order or Payment Section of the Contract. If you prefer to submit your invoice electronically, **submit your invoice to the following email address: AP@tsl.texas.gov**
4. Your invoice must provide Vendor name, remit to address, and Vendor invoice number.
5. The TSLAC Purchase Order or Contract Tracking Number must be included on the invoice and packing slips. **Invoices submitted without the Purchase Order or Contract Tracking Number will not be in compliance and will result in delay of payment.**
6. Vendor’s Texas Identification Number or Federal Tax ID Number must be included on the invoice. This information can be found on the Purchase Order in the “Vendor ID” field or you may contact the TSLAC Purchasing Department.
7. Vendor must provide an itemized invoice that includes the detailed description of each item or service provided. Items, services, or project deliverables must correspond with the description listed on the Purchase Order or Contract.
8. Quantity delivered, unit, and total price of each item or service must be shown, and all prices extended on the invoice.
9. All extensions on the invoice must be totaled and the grand total shown.
10. Discount, if applicable, must be stated, and deducted to arrive at a Net total for the invoice.
11. Final delivery date of merchandise or period of service must be shown on the invoice.

DIRECT DEPOSIT

The Texas State Library and Archives Commission encourage vendors to receive payment by direct deposit. To receive future payments by direct deposit, vendors should download and fill out the New Setup Direct Deposit/Advance Payment Notification, Form 74-207 available at www.txdirectdeposit.org. Completed forms should be sent to the Agency “Bill to” address listed in on the Purchase Order or the Payment Section of the Contract.

SALES AND USE TAX

The TSLAC, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Vendor may be able to claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts. Excise Tax Exemption Certificates are available upon request.

FRANCHISE TAX CERTIFICATION

Article 2.45, Texas Business Corporation Act, prohibits the awarding of a contract to a corporation that is delinquent in a franchise tax owed to the state under Chapter 171, Tax Code. By delivering merchandise or services on this order, a corporate contractor certifies that is not delinquent in a tax owed to the state under Chapter 171, Tax Code. Delivering merchandise or services on this order while such a tax is delinquent constitutes material breach of the purchase contract. A warrant payable to a corporate contractor will not be processed by the Comptroller of Public Accounts until all corporate indebtedness to the state is retired.

PAYMENT

Payment shall be made in accordance with Texas Prompt Payment Act, in Texas Government Code § 2251. TSLAC shall not pay any amounts for any purpose to Vendor or any entity, except as expressly provided in the Contract. TSLAC reserves the right to make payments only upon receipt of a correct invoice, including all of the required supporting documentation. TSLAC also reserves the right to refuse payments for invoices that exceed the rates specified in the Contract. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice, whichever is later. Any payments later than 30 days from an uncontested invoice will start to accrue interest.

CERTIFICATION REGARDING NON-PAYMENT OF CHILD SUPPORT

Pursuant to Texas Family Code § 231.006 (d), re: child support, the Vendor certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

DELINQUENT TAX/DEBT NOTIFICATION

Payments owed under this contract may be used towards any debt or delinquent taxes owed to the State of Texas by the vendor until debt or taxes are paid in full.

DISPUTE RESOLUTION

Texas Government Code § 2260 requires a contractor, as a condition precedent to seeking permission to sue the State of Texas under a contract, to first negotiate, then mediate, then take the claim to a contested case hearing before the State Office of Administrative Hearings.

Vendors may request Advance Payment Notification by fax or email. This feature includes notification one business day before the deposit posts to the vendor's bank account. It also provides the amount of the deposit and which agency it came from. Vendors may also receive remittance information with the notification. <https://mycpa.cpa.state.tx.us/securitymp1portal/displayLoginUser.do>

Appendix H – Glossary

DUNS	Duns and Bradstreet Number; http://fedgov.dnb.com/webform
RFP	Request for Proposal; also known as Solicitation
SAM Registration	System of Award Management; https://www.sam.gov/
TSLAC	Texas State Library & Archives Commission https://www.tsl.texas.gov/visit#lorenzo

Appendix I – Non-Disclosure Agreement

In consideration of Texas Library & Archives Commission (“TSLAC”) communicating with the undersigned Respondent regarding a potential contract resulting from the referenced solicitation (*e.g.*, RFP, RFO, IFB, SOW) and because of the sensitivity of certain information provided to Respondent, both parties agree that all information regarding TSLAC or gathered, produced, collected or derived from or related to the potential contract, or provided to Respondent under a resulting contract (“Confidential Information”) must remain confidential subject to release only upon prior written approval of TSLAC, and more specifically agree as follows:

1. The Confidential Information may be used by Respondent only to assist Respondent in connection with the business relationship contemplated in the solicitation or performance of a contract with TSLAC resulting from the solicitation.
2. Respondent shall not, at any time, use the Confidential Information in any fashion, form, or manner except in its capacity as proposed consultant or independent contractor to TSLAC.
3. Unless otherwise provided in the solicitation or resulting contract, Respondent agrees to maintain the confidentiality of all Confidential Information in the same manner that it protects the confidentiality of its own materials of like kind, but in no event less than reasonable care. Respondent shall take reasonable precautions to protect the Confidential Information including, but not limited to, not disclosing Confidential Information in any manner to any person, firm, or entity, except for authorized employees, agents, or contractors of Respondent with a need to know who are bound by confidentiality obligations at least as stringent as those contained in this agreement prior to any disclosure of such Confidential Information.
4. The Confidential Information may not be copied, reproduced, disclosed, distributed, or otherwise divulged without TSLAC's prior written approval. Confidential Information and any copies thereof shall be TSLAC's exclusive property.
5. All Confidential Information made available to Respondent, including copies thereof, must be returned to TSLAC upon the first to occur of (a) expiration or termination of any contract resulting from the solicitation, or (b) request by TSLAC.
6. The foregoing does not prohibit or limit Respondent's use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, provided such prior knowledge was not subject to a confidentiality obligation, (b) independently developed by it, (c) acquired by it from a third party under no obligation of confidentiality to TSLAC, (d) which is or becomes part of the public domain through no breach by Respondent of this nondisclosure agreement or other contractual obligations to TSLAC, or (e) approved by TSLAC in writing for unrestricted disclosure.
7. If Respondent is required by applicable law, regulation, or legal process to disclose any Confidential Information, then Respondent shall provide TSLAC with prompt notice of any such requirement prior to delivery of the Confidential Information to allow TSLAC a reasonable opportunity to seek a protective order or equivalent.
8. This nondisclosure agreement shall become effective as of the date Confidential Information is first made available to Respondent and shall survive the expiration or termination of any contract resulting from the solicitation and be a continuing requirement.
9. The breach of this nondisclosure agreement by Respondent shall entitle TSLAC to immediately terminate any contract with Respondent resulting from the solicitation upon written notice to Respondent for such breach. The parties acknowledge that the measure of damages in the event of a breach of this nondisclosure agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether TSLAC elects to terminate any contract with Respondent resulting from the solicitation upon the breach hereof, TSLAC may require Respondent to pay to TSLAC the sum of \$5,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to TSLAC in the event of a breach hereof by Respondent of this nondisclosure agreement. TSLAC does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this nondisclosure agreement.
10. This nondisclosure agreement is governed by and construed under the laws of the State of Texas. Any and all obligations of this agreement are due in Travis County, Texas and venue is proper in only such county.

Signature of Authorized Representative

Date Signed

Printed Name & Title of Authorized Representative

Company Name

Appendix J – Conflict of Interest Disclosure Form

This form must be included in the Vendor’s response. The Vendor must disclose any potential conflicts of interest that may exist within the Texas State Library & Archives Commission (TSLAC). If the Vendor is connected with TSLAC staff in any manner, the nature of the relationship must be disclosed below.

If no conflicts are listed below, the Vendor certifies and acknowledges that this is true and accurate upon submission of the Response to this Solicitation. Failure to disclose potential conflict of interests will result in the Vendor’s response being disqualified or if after award, the Contract will be terminated.

Full Name	Nature of Relationship	Notes