



Talking Book Program High-Capacity Industrial Printers

Request for Proposal 306-16-8139

October 28, 2015

Please note that this proposal is only intended for products that are currently available on DIR contract.

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Introduction Section 1

1.1 Purpose of the RFP

The Texas State Library and Archives Commission (TSLAC) is seeking proposals from qualified DIR vendors and suppliers of industrial printing equipment that can provide a solution(s) to the requirements as described in this document. TSLAC requires a minimum of two (2) high-volume, high-capacity, industrial-quality printers to replace the legacy printers currently in use.

1.2 Abbreviations and Definitions

Integrated Library System (ILS) – A library management system used to track items owned, requested, circulated, etc.

NLS - The National Library Service for the Blind and Physically Handicapped, a division of the Library of Congress. This is the federal oversight agency of the Talking Book Program.

Picking Ticket - A system-generated mailing card for each individual item requested by a patron. Picking tickets are used by staff to pull the materials from the shelves, insert into container pockets, and mail items.

TBP - The Talking Book Program, a division of the Texas State Library and Archives Commission, and network library for Texas within the NLS network of libraries. www.tsl.texas.gov/tbp/

TSLAC – Texas State Library and Archives Commission, www.tsl.texas.gov/

1.3 Background Information/Scope

Talking Book Program Modernization Project. TSLAC's Talking Book Program (TBP) distributes audio books, Braille books, and large print books free of charge to Texas residents with visual or physical disabilities. TBP currently operates an integrated library system (ILS) that was developed in the 1980s and has been updated to continue to meet the program's needs. Due to changes in staffing, operational, and security issues, it was determined that the system can no longer be supported. TSLAC has selected an Application Development vendor and is now working to replace the legacy back-office system that manages the TBP services. **As a part of this project, TSLAC plans to replace a minimum of two existing high-volume, high-capacity industrial-quality printers.**

How TBP uses the printers. When a patron selects a book from the Talking Book Program's catalog, the ILS generates a picking ticket that also serves as a mailing label. These picking tickets are used by warehouse staff to select individual books from the library's collection. The picking tickets are then inserted into each book's mailing case to also serve as a mailing label. Picking tickets for the prior days' patron requests are accumulated and printed in a single batch the following morning.

The picking tickets are currently printed on continuous form paper using a tractor feed mechanism. The printed tickets are then run through a separate forms burster to separate individual tickets (cards), retaining the cards in the printing order established by the ILS. It is important to retain this order, which corresponds to the shelving order for the books.

TSLAC is particularly interested in solutions that would eliminate the need for a burster machine to separate the cards. In order to ensure efficient workflow, printing and bursting must be completed in less than two hours each morning. TSLAC currently uses one printer for the daily printing and the second printer serves as a back-up.

Existing Printer Specifications. Printers currently in use are Output Technology Laser Matrix, model number LM2400PR100.

Card Stock Specifications. Picking tickets are specially-ordered, 100 lb tag (laser stock). The cards are pre-printed on both sides with TSLAC return address information, are notched in one corner, and individually measure 5" x 3" after bursting.

The printer prints title and location information for the book as well as the patron address on one side of the card; the flip side contains pre-printed information required for the patron to return the book to TSLAC. The notched card stock provides a tactile tool for visually impaired patrons to determine which side of the picking ticket/mailling label/card should face out when mailing the book back to the TSLAC Circulation facility. The specifications currently in use for this stock (which runs through a tractor feed) are:

- *Picking ticket/mailling labels/cards*
- *1 across*
- *6.5 in. x 3 in.*
- *100 lb tag (laser stock)*
- *recycled paper, (low moisture)*
- *white*
- *3/4 in. left, 7/8 in. right margins*
- *corner notch lower right hand corner*
- *backer in black ink*
- *4-up*

The following photos illustrates how the current stock feeds through the existing printers, the size and shape of the existing stock, and how the picking ticket/mailling label/card fits into a talking book mailing case.



Figure 1. Continuous-form card stock currently in use

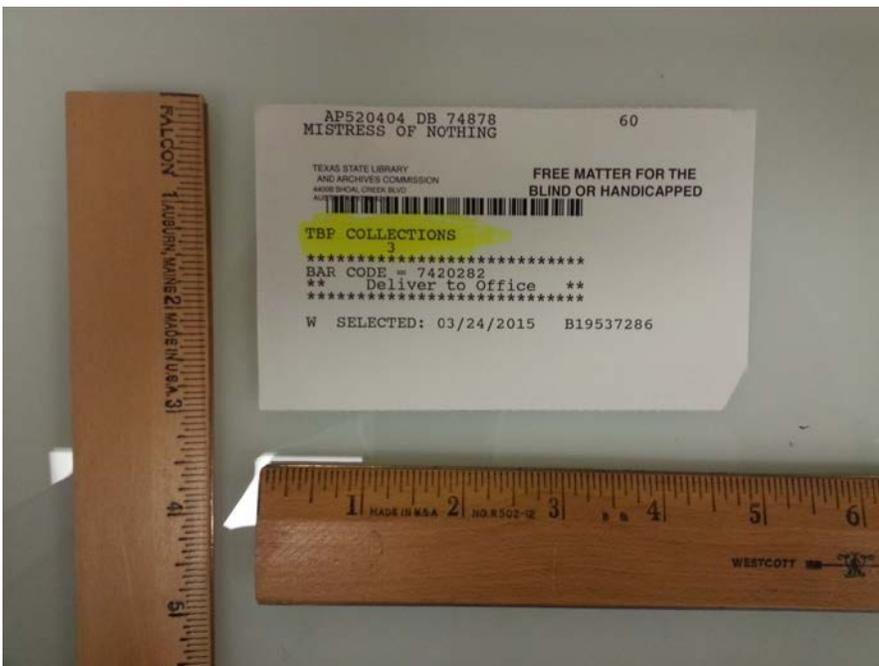


Figure 2. Individual Picking Ticket/Mailing Label /Card

A picking ticket/mailling card is placed into each mailing case in a specially designed mailing label/card holder, as shown below. The mailing card must be printed so that the addressee, the date the book was picked from inventory, and a bar code all clearly display in the open area.

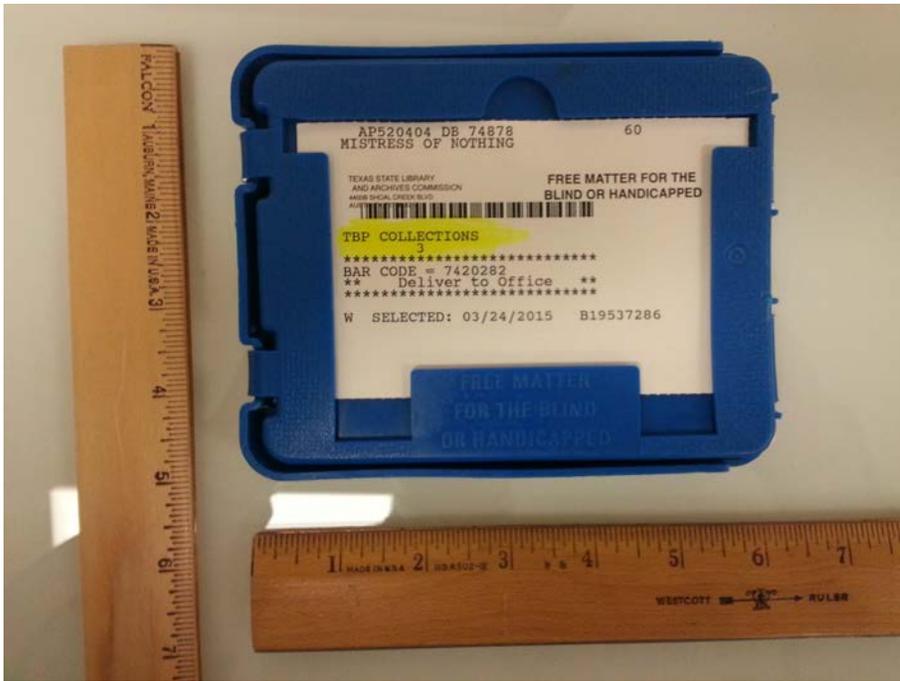


Figure 3. Mailing case with Picking Ticket/Mailing Label/Card Insert

The purpose of this Request for Proposal is to procure two high-volume, high-capacity, industrial-quality printers to be used specifically for printing the TBP picking tickets/mailling cards.

Printing Volumes and Statistics: TBP serves approximately 18,000 patrons and circulates approximately 4,000 talking books per day, for a total annual printing requirement of 1,000,000 picking tickets/mailling cards per year. In order to ensure efficient work flow, TBP must print and separate 4,000 picking tickets into individual units in less than two hours each day, Monday through Friday. ***TSLAC intends to purchase a minimum of two (2) high-volume, high-capacity, industrial-quality printers for printing the picking tickets/mailling label/card for these talking books.***

These printers are critical to the operations of the Talking Book Program; the Program is unable to process book requests without them. It is therefore imperative that these printers be able to handle the required volume, each business day, with maximum uptime.

1.4 Vendor and Product Requirements and Specifications

Vendor Requirements:

Feature	Must	Prefer	Options / Notes
Vendor is currently on DIR-contract and is authorized to sell/resell the proposed products http://dir.texas.gov/View-Contracts-And-Services/Landing.aspx	X		
Vendor is recognized as an experienced provider of industrial-quality printers	X		
Vendor has provided industrial-quality printers to Texas state agencies		X	
Vendor's references provide positive comments relating to quality, reliability, and responsiveness to customers	X		
Vendor is Registered as a Texas HUB https://mycpa.cpa.state.tx.us/tpassemblsearch/index.jsp		X	

Product Requirements:

Feature	Must	Prefer	Options / Notes
Print on a single side of side-specific, notched, custom cards	X		May be continuous form cards, continuous forms with tractor feed, individually-stacked card stock, or alternate solution that achieves the results described in Section 1.3 of this document
Handle 100 lb card stock	X		Scoring of products will be based, in part, on card stock capacity
Handle card stock for cards that will measure 5" x 3" when separated	X		Scoring will be based, in part, on the printer's ability to handle specified cardstock with minimal operator handling.
Print a minimum volume of 4,000 in less than two (2) hours.	X		
Print a minimum volume of 4,000 cards in one (1) hour or less.		X	Scoring of products will be based, in part, on printer speed and capacity; Vendor must specify maximum speed and capacity using specified card stock
Produce durable, legible black text for one-time use	X		While text must be easy-to-read, high resolution/high quality is NOT required; color printing is NOT needed or preferred.

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 Talking Book Program High-Capacity Industrial Printers
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Feature	Must	Prefer	Options / Notes
Print bar codes, including postal bar codes, readable by standard bar code scanners	X		Scoring of products will be based, in part, on degree of durability and legibility of the printed bar codes.
Maintenance and repair services, supplies, and replacement parts are readily available at reasonable cost.	X		Preference given for multiple service and/or supplier vendors in marketplace.
Manufacturer's Warranty is included	X		Evaluated on length of manufacturer's warranty included with initial purchase; preference given for extended warranties offered at reasonable pricing.
Cards are separate at the end of the printing process; no burster required		X	This may be accomplished by printers that accept individual card stock, printers with a cutter accessory, or through some other means.
At the end of the separation process, cards retain the order in which they were printed.	X		Scoring of products will be based on amount of operator handling required to maintain print order after separation.
Print job can be programmed to produce divider cards to separate groups of cards (e.g., groups of 100); divider cards can be configured to include information such as date, card numbers included in the group, and other data.		X	Scoring of products will be based, in part, on features that allow customizable divider cards to be printed and inserted into a print job at regular intervals If this feature is accomplished by software, please indicate this in your proposal.
Network capable in a Microsoft networked environment and have print services managed by Windows print servers; ability to easily upgrade as Microsoft networks upgrade	X		
Provides features that allow printing to be resumed after problems with power flow.	X		Scoring of products will be based, in part, on efficient recovery of printing after resolving problems with power flow.
Allows print jobs to be stopped and deleted.	X		Scoring of products will be based, in part, on the ease with which the operator can stop and delete print jobs and the efficiency with which the product responds to commands to stop and delete print jobs.
Allows print jobs to be stopped and resumed.		X	Scoring of products will be based, in part, on the ease with which the operator can stop and resume print jobs and the efficiency with which the product responds to commands to stop and resume print jobs.

1.5 Proposal Evaluation

Proposals will be evaluated using the following criteria categories and point system. Each individual criterion has been assigned a maximum number of points that can be awarded for the particular criterion. Proposals will not be awarded more than the maximum points assigned for each criterion or category. The maximum number of points to be given shall not exceed 300. Points will be awarded based on how well the information submitted within the Proposal meets the product requirements outlined in Section 1.4.

Overall value will be determined through consideration of the overall evaluation scores, and the costs of printer, printer components & accessories; cost of maintenance & supplies; energy efficiency; and warranty.

The proposal determined to represent the best overall value may be contacted for a best and final offer. TSLAC may request to observe the proposed printer model in service and for the vendor to provide evidence of print quality. Criteria are designed to ensure the Proposal that represents the best value to the State will be awarded the contract.

Criteria	Possible Points
Vendor Background, Experience, References	20
Appropriate quality of Print (text & bar codes)	50
Speed & Capacity	50
Level of operator handling required	50
Efficiency of producing separated cards in correct order	40
Reliability, including efficient recovery of operations after problems with power flow and ability to stop and delete or resume a print job	50
Cost of Printers	10
Cost of maintenance and supplies	20
Availability of maintenance and supplies	10

Proposal Information Section 2

2.1 Schedule of Events*

Event	Date/Time
RFP Released	Thursday, October 29, 2015
Pre-Bid Conference	Wednesday, November 4, 2015 at 10:00 AM CST
Deadline for Vendor questions	Friday, November 6, 2015
Responses to Vendor questions posted on the TSLAC Website	Friday, November 13, 2015
Deadline for Vendor responses (Response Opening)	Friday, November 20, 2015 at 3:00 PM CST

*TSLAC reserves the right to change the dates in the schedule of events above upon written notification to prospective respondents.

2.2 Pre-Bid Conference

This conference will allow potential vendors an opportunity to ask questions related to the product requirements or proposal process for the TBP High-Capacity Industrial Printers. The Pre-Bid Conference is optional. You are not required to participate in order to submit a proposal.

Conference will be held at the date and time indicated below. Follow the instructions below to participate:

RFP #8139 Pre-Bid Conference

Wed, Nov 4, 2015 10:00 AM - 11:00 AM Central Standard Time
Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/979782605>

You can also dial in using your phone.

United States : +1 (872) 240-3212

Access Code: 979-782-605

Potential vendors may ask questions over the phone or online.

The conference will be recorded so that questions and answers can be documented as an addendum on the TSLAC website on the date specified in Section 2.1. If it is determined during the conference that there are changes needed to the RFP, those changes will be reviewed and published as an Addendum to the RFP. Do not rely on verbal answers that conflict with the RFP requirements.

2.3 Delivery of Responses

Responses 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 or emailed to purchasing@tsl.texas.gov. Purchasing hours are from 8:00am to 4:30 p.m. CST, Monday-Friday, excluding official state holidays.

2.4 Response Opening

Responses will be opened at TSLAC at the time and date listed in Section 2.1. Only the Vendor's names will be disclosed at the opening, per state procurement requirements.

- a. **The public opening of the RFP will take place at the following location on the date and time listed above.**
Texas State Library and Archives Commission
1201 Brazos Street, **3rd Floor Conference Room**
Austin, Texas 78701
- b. Responses submitted shall constitute an offer for a period of ninety (90) days.
- c. A response to this RFP is an offer to contract with TSLAC based upon the terms, conditions, and specifications contained herein. Proposals do not become contracts until negotiated and executed.
- d. Any amendment to this procurement solicitation will be posted as an addendum on the TSLAC website. It is the responsibility of interested Proposers to periodically check the website for updates to the procurement prior to submitting a bid. The Vendor's failure to periodically check the TSLAC website will in no way release the selected vendor from "addenda or additional information" resulting in additional costs to meet the requirement of the RFP.

2.5 Award

Following the final award decision, TSLAC will proceed with negotiating and finalizing the contract with the Vendor whose proposal presents the best value to the state. If a contract cannot be successfully negotiated within a reasonable period of time with the Recommended/Awarded Vendor, contract negotiations will be terminated and negotiations with the next highest ranking Vendor will begin.

2.6 Payment

- a. Payments to the Awarded Vendor will be tied to the deliverables. Once the deliverables are accepted, approval for payment will be processed upon receipt of an accepted invoice.
- b. It is the responsibility of the Awarded Vendor to submit accurate invoices in a timely manner. Invoicing instructions will accompany a completed contract.
- c. Payment will be made according to the State of Texas prompt payment laws.

Proposal Submission Section 3

3.1 Proposal Requirements

- a. Vendors are responsible for all costs associated with preparing a response to this Proposal. The TSLAC will bear no responsibility for costs associated with preparing or providing this information.
- b. Vendors must comply with all rules, regulations and statues relating to purchasing in the State of Texas in addition to the requirements within this proposal.
- c. Responses must address all criteria listed in Section 4: Submittal Requirements Checklist (Appendix A) and RFP Response Sheet/Form (Appendix B).
- d. Documentation provided with the Response should be complete and comprehensive. TSLAC will not be responsible for locating or securing information not included in the Response. Failure to furnish all required documentation with the Response may result in the Response being deemed incomplete and non-responsive, resulting in rejection.
- e. All Responses must be received and time stamped at the TSLAC Purchasing Department by the time and date listed in Section 2.1 in order to be included in the initial posting to the TSLAC website. Proposals submitted after that date may be added to the posting at the sole discretion of TSLAC.
- f. All questions and answers will be posted on the TSLAC website no later than the time and date listed in Section 2.1. It is the Vendor's responsibility to view these questions and answers; TSLAC will **NOT** send a notification email when they are posted. If the Vendor does not have Internet access, a copy of all written responses may be obtained through the TSLAC contact.
- g. **TSLAC is not responsible for lost or late responses!**
- h. Proposals cannot be altered or amended after opening time. No proposal can be withdrawn after opening time without approval by the TSLAC based on acceptable written reason.
- i. Any terms and conditions attached to a Proposal will not be considered unless specifically referenced within the Proposal and may result in disqualification of the Proposal.
- j. **Email and packaged proposals WILL be accepted. Facsimile and telephone proposals will NOT be accepted.**
- k. All Responses will become the property of the TSLAC upon submission.
- l. TSLAC reserves the right to reject any and/or all Responses received, and to cancel this RFP in part or in its entirety. This solicitation of Proposals in no way obligates TSLAC to award a contract.
- m. Tied Proposal awards will be made in accordance with TAC Rule 13.6(b) (3) and 2.27 (Preferences). Consistent and continued tied proposals could cause rejection of Proposals by the TSLAC and/or investigation for antitrust violations 1.12.
- n. 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. Do not include tax in the Proposal. Tax Exemption Certificates are available upon request.
- o. **ALL PROPOSALS MUST BE SIGNED BY A PERSON AUTHORIZED TO BIND THE VENDOR IN A CONTRACT. FAILURE TO SIGN THE TSLAC PROPOSAL COVERSHEET WILL CAUSE DISQUALIFICATION.**

3.2 Format of RFP Response and Submittal Requirements Checklist

A checklist of the items required, and the required formatting of the response, can be found in Section 4, Appendix A. Please complete the checklist and include within the response. The following information must be clearly marked on the outside of all hard copy proposal submissions. Vendors submitting electronic proposals must include the following information in the Subject line of the email and should be submitted in PDF format.

**Texas State Library and Archives Commission
TBP Industrial Printers
Request for Proposals: 306-16-8139**

3.3 Best Value Statement

TSLAC reserves the right to award this RFP to the Vendor whose proposal is evaluated to be the best value to the agency and the State of Texas. Best value does not always mean lowest cost.

3.4 Inquiries

All inquiries shall be submitted in writing to Pam Rodriguez at facsimile 512-475-3393 or by email to purchasing@tsl.texas.gov no later than the time and date listed in Section 2.1. **All inquires must have Requisition number 306-16-8139 listed in the subject line.**

3.5 Texas Public Information Act

Any Proposal that bears a copyright will be rejected as non-responsive, Proposals 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, Proposers may only protect trade secrets and confidential information from public release. **Proposers are responsible for reading the Public Information Act and understanding how it applies to this RFP.**

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). The TSLAC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Proposer are not acceptable. The TSLAC shall comply with all opinions of the OAG.

3.6 TSLAC Terms and Conditions

Please note that the TSLAC terms and conditions included in this Proposal are in accordance with those terms and conditions associated with current DIR contracts.

3.7 LSTA Terms and Conditions

LSTA Terms and Conditions are listed in Appendix F. These will become part of any contract awarded. **We are unable to make changes to these terms and conditions.**

Information Requested from Proposer Section 4

Please complete the RFP Response & Submittal Checklist (Appendix A) and Response Form (Appendix B).

Note: Failure to address each of the questions in the Response form could lead to Proposer being ineligible for further consideration.

Appendix A - RFP Response & Submittal Requirements Checklist

Please present one original and three copies of your proposal in a three-ring binder, in the following order, organized by the corresponding tab number. Proposal pages should be numbered and contain an organized, paginated, table of contents corresponding to the section and pages of the Proposal.

Requested Item	Tab Number	Vendor Initials	For TSLAC
RFP Response & Submittal Requirements Checklist (Appendix A)	1		
Proposal Coversheet (ESBD, Package 1)	2		
Response Form (Appendix B)	3		
Printer Documentation, Attachment A	4		
Three letters of Reference, Attachment B	5		
Printer warranty and extended warranty (if applicable), Attachment C	6		
RFP Questions and Answers, if applicable	7		
Addendum, if applicable	8		

Appendix B - Response Form

Please complete the Response Form

Note: Failure to address each of the questions in the Response form could lead to Proposer being ineligible for further consideration.

Questions about vendor

Information Required	Response
Company name	
Company address	
Company web page	
Duns & Bradstreet Number SAM Expiration Date For information about this requirement, please visit this webpage .	
Main products / services	
Describe your experience providing industrial printers. Include number of years.	
Contact Person Name Telephone Number Fax Number Email Address	
DIR Contract Number	
a. Are you registered as a historically underutilized business (HUB) with the state of Texas? (https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp) b. If not a registered HUB, do you qualify as a HUB? c. Will you complete HUB registration by 12/31/2015?	a. b. c.
Can delivery be made to TSLAC location at 4400 Shoal Creek Blvd, Austin TX 78756?	

Questions about products – **Please complete a separate table for each model number proposed.** For each feature listed, check (x) the “Yes” or the “No” column to indicate whether the model has that feature. Only models that are “Yes” for all required features (in **bold**) will be considered. Assume all printing will be black (no color printing).

Information Required		Response	
Printer model name & number			
Cost of printer solution. If solution involves more than one component, itemize the components and associated costs			
Energy efficiency		List the various “on” modes for the printer (e.g., “active,” “standby,” “sleeping,” etc.) and the approximate power consumption (in watts) for each mode. Does machine require special capacity or dedicated electrical circuits?	
Web page (URL) for printer model. Attach spec sheet and/or other documentation for printer, including list of configurable settings <i>Label as “Attachment A”</i>			
Attach three (3) references from customers currently using printer model. Specify number of months or years and contact information for each. <i>Label as “Attachment B.”</i>			
<hr/>			
Features	Yes	No	Information Required
Prints on a single side of side-specific, notched, custom cards			Describe the means by which card stock will be fed through the printer (e.g., continuous form cards, continuous forms with tractor feed, individually-stacked card stock, etc.)
Handles 100 lb card stock			
Handles card stock for cards that will measure 5” x 3” when separated			How does the printer assure that cards of this size will go through the printer without catching or sticking? Describe any special handling needed for smooth operation with card stock of this weight and size.

Features	Yes	No	Information Required																				
Output capacity to print 4,000 cards in less than two (2) hours.			What is the printer speed (items per minute)? How many items can be printed without stopping (resting) the printer? When the capacity indicated above is met, how long does the printer need to rest before starting a new print job?																				
Output capacity to print 4,000 cards in one (1) hour or less.																							
Printing capacity to produce durable, legible black text for one-time use and print bar codes, including postal bar codes, readable by standard bar code scanners			How many of the cards described in Section 1.3 of this document, including text and postal bar codes, could be printed before printer would require routine maintenance (e.g., add or change toner, clean/replace drum, etc.) to maintain print quality? What maintenance would be required to retain print quality and how frequently? (e.g., add toner every x number of copies, etc.)																				
Maintenance and repair services, supplies, and replacement parts are readily available at reasonable cost			List consumable supplies needed to operate the printer. Include part numbers, frequency with which part or supply needs to be replaced or replenished, and approximate cost. <table border="1" data-bbox="779 824 1883 1052" style="margin-left: 40px;"> <thead> <tr> <th>Part or supply</th> <th>Part or supply #</th> <th>Replacement frequency</th> <th>Cost</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> Do you provide maintenance services and/or supplies for this machine? If so, describe the process for requesting and receiving both regular machine maintenance and machine repair. How many resellers are authorized to provide service for this printer? How many resellers are authorized to provide supplies for this printer? Are there Texas state-contracted resellers that are authorized to provide maintenance for this printer?* Are there Texas state-contracted resellers that are authorized to provide supplies for this printer?* * http://dir.texas.gov/View-Contracts-And-Services/Landing.aspx	Part or supply	Part or supply #	Replacement frequency	Cost																
Part or supply	Part or supply #	Replacement frequency	Cost																				

Features	Yes	No	Information Required
<p>Warranty is included Attach a copy of the printer warranty and extended warranty options (if applicable) <i>Label as "Attachment C"</i></p>			<p>How long is the printer under Vendor's warranty? Please provide warranty coverage details. How long is the printer under Manufacturer's warranty? Please provide warranty coverage details.</p> <p>Are there extended warranty options available? If so, please provide the warranty period, coverage and cost.</p> <p>Describe the process for requesting and receiving services under warranty. How long does it take for the service to be completed after services are requested?</p> <p>What is the life expectancy for this printer?</p>
<p>Cards are separate at the end of the printing process; no burster required</p>			<p>Describe the means by which printer assures cards are separate at end of printing process. (e.g. printer accepts individual card stock, printer has cutter accessory, etc.)</p> <p>Specify special handling needed for smooth separation of card stock of this specified weight and size.</p>
<p>At the end of the separation process, cards retain the order in which they were printed.</p>			<p>Describe how this is accomplished.</p>
<p>Print job can be programmed to produce a standard divider card to separate groups of cards (e.g., groups of 100)</p>			<p>Describe the process for programming the printer to produce divider cards.</p> <p>Describe what level of customization is available for the divider cards. (e.g., cards include information such as date, range of numbers in the group, etc.)</p> <p>If this feature is accomplished by software, please indicate this in you proposal.</p>
<p>Network capable in a Microsoft network environment, and have print services managed by Windows print servers</p>			<p>Please indicate if networking in Microsoft network environment is an included feature or if special software or other tools are necessary to configure for the Microsoft network environment.</p> <p>List Windows versions for which drivers are pre-installed and/or available for download.</p>
<p>Provides features that allow printing to be resumed after problems with power flow.</p>			<p>Describe how printer reacts in a power outage and other problems with power flow.</p> <p>Describe any features (e.g., manual configuration reset) that allow users to restore normal printing process after an interruption from power flow problems.</p>

Features	Yes	No	Information Required
Allows print jobs to be stopped and deleted			Describe how print jobs can be deleted from the print queue before printing has begun. Describe how print jobs can be stopped and deleted in the middle of a batch printing. When a print job is stopped, how many prints will continue from the printer's memory prior to actual discontinuation of printing? Explain.
Allows print jobs to be stopped and resumed			Describe how print jobs can be stopped and resumed in the middle of a batch printing.

Signature:

Date:

Print Name:

Job Title:

Proposal Submission Appendices Section 5

The following appendices are included in this section:

Appendix C – Confidential Information Form

Appendix D – TSLAC Terms and Conditions

Appendix E – Terms and Conditions Issues

Appendix F – LSTA Terms and Conditions

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 3.6.

Page Number	Section Number	Section Title

Appendix D

Texas State Library and Archives Commission

Terms and Conditions

General Terms and 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. Signing a Purchase Order with a false statement is a material breach of contract and shall void the Purchase Order and the Vendor shall be removed from all contact lists. Contracts awarded by TSLAC shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

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 statutes 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 <http://www.sam.gov>.

3. 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.

4. 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.

5. 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 terminate as of the date that the funding expires, and the State will have no further obligation to make any payments.

6. 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 any resulting Contract are prohibited by Section 556.005 or Section 556.008 of the Texas Government Code.

7. Public Information Act. Information, documentation, and other material in connection with this RFP or contract may be subject to public disclosure pursuant to Chapter 552.021 of the Texas Government Code (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.

8. 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.

9. 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.
- The State will not be bound by any oral statement or representation contrary to the written specifications.
- 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 Chapter 2155.067 of the Texas Government Code. If bidding on other than references, bid should show 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 Vendor 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 Vendor, on request, at Vendor's expense. Each sample should be marked with Vendor's name and address, and requisition number. Do not enclose in or attach bid to a sample.

10. Delivery.

- a) Delivery shall be made during normal working hours (8am-5pm, CT), unless prior approval has been obtained from the TSLAC.
- b) No substitutions permitted without written approval of the TSLAC's Purchasing Dept.
- 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. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TSLAC to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

11. 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.

12. Eligibility. Under Chapter 2155.004 of the Texas Government Code, 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.

13. 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.

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14. Indemnification. Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUTIS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES 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.

15. 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 Sections 403.055, 403.0551, 2252.903 of the Texas Government Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State.

16. 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.

17. 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.

18. 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, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq (1967).

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

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27. 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.

28. Ethics. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Chapter 2155.003 of the Texas Government Code. 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 RFP 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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 until December 31, 2021.

35. 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.

36. 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.

37. 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 Section 2155.444 of the Texas Government Code.

38. 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.*).

39. 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 <http://www.window.texas.gov/ssv/ethics.html>, as such Policy currently reads and as it is amended throughout the term of this Contract.

40. 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/>

Updated October 17, 2014

Appendix E – Terms and Conditions Issues

List below, by section, all exceptions to the Terms and Conditions. You must include the basis of your exception and provide proposed alternative language.

Section	Section Title	Exception	Proposed Language

Appendix F

LSTA Terms and Conditions

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.governor.state.tx.us/files/state-grants/UGMS062004.doc.
- Part I. Cost Principles for State and Local Governments and Indian Tribal Governments (2 CFR 225), Cost Principles for Non-Profit Organizations (2 CFR 230), Cost Principles for Educational Institutions (2 CFR 220), or Federal Acquisition Regulation (FAR) 31.2, as applicable.**
- Part II. State Uniform Administrative Requirements for Grants and Cooperative Agreements (Adapted from OMB Circulars A-102 and A-122)
- Part III. State of Texas Single Audit Circular (Adapted from OMB Circular A-133)**
- B. For grants funded with Federal funds, Vendor will also comply with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (revised 6/97), located at: www.whitehouse.gov/omb/grants/grants_circulars.html.
- C. The Vendor will comply with the IMLS' 45 Code of Federal Regulations, Part 1183, Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments (adapted from OMB Circular A-102).
- D. 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 all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by Sub-Vendors through Vendor, and the requirement to cooperate, is included in any sub-grant awarded.
- E. The Vendor agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2013-2017, is submitted on December 31, 2018. The Vendor will maintain their records through December 31, 2021.
- F. 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 Vendor by dates established mutually between Grantor and Grantee. Grantor will provide review and guidance to enable final versions to be approved on or before established deadlines.
- G. Vendor understands the federal awarding agency, IMLS, reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use; and to authorize others to use, for Federal Government purposes: (a) The copyright of any work developed under the contract and (b) Any rights of copyright to which Vendor purchases ownership with these federal funds (OMB A-102, Subpart C, __36).

LSTA Terms and Conditions

II. ENFORCEMENT

- A. Remedies for noncompliance. If a Vendor or Sub-Vendor materially fails to comply with any term of the contract, whether stated in a state 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 Sub-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 or Sub-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 or Sub-Vendor an opportunity for such hearing, appeal, or other administrative proceeding to which the Vendor or Sub-Vendor is entitled under any statute or regulation applicable to the action involved.
- C. Effects of suspension and termination. Costs of Vendor or Sub-Vendor resulting from obligations incurred by the Vendor or Sub-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 or Sub-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 or Sub-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 or Sub-Vendor from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec 35) and state law.