

**STATE OF TEXAS
PURCHASE ORDER**

10/16/2015 Amended VID for Vendor per email dated 10/16/2015 from Accounting.

1. Agency Name & No. TEXAS STATE LIBRARY & ARCHIVES COMMISSION 306 Tax Exempt agency of the Texas State Government	4. Purchase Order No. 306-16-8011	12. HUB: N/A	13. Order Type: Service
	5. PCC S	14. Vendor Identification No: XXXXXXXXXX	
2. Agency Billing Address **ACCOUNTING DEPARTMENT** Texas State Library & Archives Commission PO Box 12516 Austin, TX 78711-2516 Email invoices to: AP@tsl.texas.gov Phone: (512) 463-5473; Fax: (512) 475-0185	6. Current Document No.	15. Vendor Address: Venture HRO LLC 3808-B Kemp Blvd#225 Wichita Falls, TX 76308	
	7. Document (order) amt \$29,900.00	16. Vendor Contact Info: Penny Miller Phone: (940) 867-9761 Fax: Email: penny@venturehor.com	
3. Destination of goods or service FOB Destination Receiving Dock, Room G-007 Texas State Library & Archives Commission 1201 Brazos Street Austin, TX 78701	8. REF DOC	9. Service Period or Expected Delivery Date: 9/7/2015 - 4/15/2015	
	10. Agency Contact: Renee Pogue Email: purchasing@tsl.texas.gov		Phone: (512) 463-5488 Fax: (512) 475-3393
	11. TSLAC Project Contact: Katherine Adelberg Email: kadelberg@tsl.texas.gov		Phone: (512) 463-5475

17. Description

Small Library Management Advanced - Growing Your Best Library Team

Work will be completed as per Contract # 306-16-8011 and the specifications detailed under RFP # 306-16-8011. TSLAC's Terms & Conditions and LSTA Terms & Conditions will be made part of the awarded Contract.

Seven Workshops will be conducted between Sept - Nov 2015; and Seven workshops will be conducted Jan - April 2016.

Appendix C details the cost per workshop location per awarded vendor response. Purchase Order Terms & Conditions and Invoicing Instructions are those referenced as Appendix A & Appendix B.

Vendor should note that the total of invoice amounts cannot exceed the total purchase order amount without prior approval from the Purchasing Department.

18. SFX	INDEX	AY	COBJ	AOBJ	AMOUNT	INVOICE NO.
001	24312	16	7276		\$29,900.00	

19. Line No	20. Goods & Service	21. NIGP Code	22. Qty	23. Units	24. Unit Price	25. Extended Amt
1.	Work to be completed as per Contract 306-16-8011 and the specifications detailed under this Contract	924-16	1	Lot(s)	\$29,900.00	\$29,900.00

Grant Number: LS-00-15-0044-15 – FFY 2015 | CFDA: 45.310 – Grants to States | Institute of Museum and Library Services

INTERNAL PO ONLY

Grand Total \$29,900.00

26. Legal Cites:

27. Division Tracking Number: LDN 16-024

Per Texas Tax Code 151.309, the Texas State Library and Archives Commission is a tax-exempt agency. If you need further proof of this, please contact the Agency Contact in box #10.

Confirmation of receipt is required, please sign box #29 and return signed PO via email: purchasing@tsl.texas.gov or fax: (512) 475-3393.

28. Approval Signature 	Date 10/16/2015	29. Vendor Signature	Date
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**STATE OF TEXAS
PURCHASE ORDER**

1. Agency Name TEXAS STATE LIBRARY AND ARCHIVES COMMISSION Tax exempt agency of the Texas State Government				2. Purchase order number 306-16-8011		3. Current document number DT -	
4. PCC S		5. Agency number 306		6. Recycled Code N/A		7. Document (order) amount \$29,990.00	
8. REF DOC		9. Vendor address HUB: YES NO Venture HRO LLC 3808-B Kemp Blvd #225 Wichita Falls, TX 76308					
10. Vendor Identification No. 1455527654						11. Person contacted, phone, fax, or other contact info Penny Miller; penny@venturehro.com Phone: 940-867-9761 Fax: 940-293-1821	
12. Agency invoice address **Accounting Department Texas State Library and Archives Commission P. O. Box 12516 Austin, TX 78711-2516 Email: AP@tsl.texas.gov Phone: 512-463-5473; Fax: 512-475-0185				13. Destination of goods or service Texas State Library and Archives Commission 1201 Brazos Street Austin, TX 78701			
14. Agency contact: Renee Pogue; Phone: 512-463-5488; Fax: 512-475-3393; E-mail: rpogue@tsl.texas.gov							
15. Order Type: Spot: Service: X Catalog: Emergency: Direct Pub:							
16. SFX		M		TC		INDEX	
001						24312	
AY		AOBJ		COBJ		AMOUNT	
16				7276		\$29,990.00	
17. Service Dates or Expected Delivery Date: execution of contract - 9/7/15 - 11/20/15 & 1/4/16 - 4/15/16							
18. Line Number	19. Description of Goods or Services			20. NIGP Code	21. Unit	22. Qty	23. Unit Price
1.	Work will be completed as per Contract 306-16-8011 and the specification detailed under RFP 306-16-8011. TSLAC's Terms and Conditions and LSTA Terms and Conditions these will be made part of the awarded Contract. Seven (7) Workshops will be delivered between September 7, 2015 & November 20, 2015 and the remaining seven (7) will be delivered between January 4, 2016 and April 15, 2016. Grant Number: LS-00-15-0044-15 - FFY 2015 - CFDA: 45.310 - Grants to States- Institute of Museum and Library Services Appendix C details the cost per work shop location per awarded vendor response PO for internal purposes only Purchase Order Terms & Conditions and Invoicing Instructions are those referenced as Appendix A & Appendix B. Vendor should note that the total of invoice amounts cannot exceed the total purchase order amount without prior approval from the Purchasing Department. Per Texas Tax Code 151.309, the Texas State Library and Archives Commission is a tax-exempt agency. If you need further proof of this please contact the Agency Contact in box 14.			924-16	Lot	1	\$29,990.00
	Shipping or Freight Charges			962-86			
	TOTALS						\$29,990.00
**VENDOR MUST REFERENCE PURCHASE ORDER NUMBER ON ALL INVOICES OR INVOICE WILL BE RETURNED TO VENDOR. This purchase has been determined to be "Best Value".							
25. Legal Cites:							
26. Division tracking number: LDN 16-024							
27. Approval Signature <i>Renee Pogue, CPA, CA</i>				Date 7/15/15		28. Vendor Approval	
						Date	

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
Contract for Services
SLM Advanced Workshops: Growing Your Best Library Team
Contract # 306-16-8011

This Contract is entered into by and between the Texas State Library and Archives Commission (TSLAC) and Venture HRO, LLC, pursuant to the authority contracted and in compliance with the provisions of the Texas Government Code Chapter 441.

I. CONTRACTING PARTIES

The Receiving Agency: Texas State Library and Archives Commission (TSLAC)

The Performing Vendor: Venture HRO, LLC

Katherine Adelberg will serve as Project Coordinator and primary contact for TSLAC. TSLAC may reassign Project Coordinator responsibilities at its sole discretion. TSLAC will notify Performing Vendor within 24 hours of making any reassignments.

Penny Miller will serve as the Project Manager and contact for Venture HRO, LLC on all services performed under this Contract. Performing Vendor will contact TSLAC 24 hours before reassigning Project Manager and/or contact. TSLAC reserves the right to approve a proposed replacement. If proposed replacement is not acceptable to TSLAC, parties will coordinate for a suitable replacement. If parties cannot agree on an acceptable replacement, TSLAC reserves the right to cancel any remaining services to be performed under this contract. In the case of such cancellation, TSLAC will only be responsible for paying Performing Vendor for services delivered and accepted at the time of cancellation.

II. STATEMENT OF SERVICES TO BE PERFORMED

Services performed under this Contract are per the specifications outlined in RFP# 306-16-8011 (Appendix A), the Performing Vendor's response (Appendix B), and the requirements outlined in this Section II.

The Performing Vendor will conduct fourteen (14) workshops (Workshops), with 6.5 hours of instruction at each workshop, on the advanced library management topic of improving library operations and community impact through the effective management and leadership of a library's human resources to achieve peak team performance. The Workshops will be delivered at the fourteen (14) predetermined locations across Texas, as listed in the following chart. The Performing Vendor is responsible for developing all Workshop content detailed in Section 1.2.1 of the above referenced RFP, including handouts and interactive exercises.

Each Workshop conducted by Performing Vendor must cover the same content and be designed to meet TSLAC-established learning objectives. Workshop content will include two (2) informational handouts per participant; a minimum of three (3) interactive and/or hands-on activities; and, additional resource lists as further described in section 1.2.1 of the RFP. Performing Vendor must develop a visual presentation for the Workshop that includes sufficient detail and delivery media to effectively convey the information being delivered to participants who may be hearing impaired and/or have other disabilities. The Performing Vendor may revise and/or adapt existing or previously presented workshop materials as appropriate, but only upon pre-approval of TSLAC's Project Coordinator.

The Workshop locations and dates are subject to change based on availability factors at urban centers or rural libraries as determined by TSLAC. If locations change from those listed below, TSLAC will identify a close, suitable alternative location and communicate this information to the Performing Vendor as soon as practicable.

The first Workshop series consists of seven (7) Workshops and will be delivered by Performing Vendor between **September 7, 2015**, and **November 20, 2015**. Exact dates for each Workshop will be negotiated between the Performing Vendor and TSLAC based on availability of suitable training facilities. The Workshops in the first series may only be rescheduled with the approval of TSLAC’s Project Coordinator, and all Workshops in the first series must be delivered no later than **November 20, 2015**.

The second Workshop series consists of seven (7) Workshops and will be delivered by Performing Vendor between **January 4, 2016**, and **April 15, 2016**. Exact dates for each Workshop will be negotiated between the Performing Vendor and TSLAC based on availability of suitable training facilities. The Workshops in the second series may only be rescheduled with the approval of TSLAC’s Project Coordinator, and all Workshops in the second series must be delivered no later than **April 15, 2016**.

Each Workshop will be delivered on a weekday between the hours of 8:00 a.m. and 5:00 p.m., Central Time, and be scheduled consecutively within specific regions in order to minimize travel expenses.

September 7 – November 20, 2015	January 4 – April 15, 2016
Amarillo area	Uvalde area
Lubbock area	Waco area
Bedford area	Fort Stockton area
Abilene area	New Braunfels area
Wichita Falls area	Conroe area
Mount Pleasant area	Portland area
Diboll area	McAllen area

The Performing Vendor must provide a response to questions asked by TSLAC’s Project Coordinator within one (1) business day for the duration of the Contract, which concludes on April 15, 2016.

Performing Vendor is responsible for all travel costs incurred by Performing Vendor and/or Performing Vendor’s employees and/or subcontractors in delivering services under this Contract. Receiving Agency staff may provide courtesy automobile rides to Performing Vendor, provided no additional costs to the state are incurred, to ensure efficient performance of the services provided under this Contract. Performing Vendor agrees to limit any liability, damage, or other claims for accidents incurred while accepting a courtesy ride from the Receiving Agency staff to the insurance coverage limits provided on the personal, non-owned, or hired vehicle.

III. TERMS OF CONTRACT

The term of service under this Contract will begin immediately upon receipt of a signed Contract and will conclude no later than April 15, 2016, unless otherwise terminated earlier by either party.

The Contracting Parties may terminate this Contract by giving written notice at least thirty (30) days prior to the effective date of such termination.

Per terms of the referenced RFP, if the Performing cancels their accepted offer or any of the Workshops under this Contract, the Performing Vendor is contractually required to pay liquidated damages to TSLAC in an amount equal to the difference between the Performing Vendor's offer and the next best offer.

IV. SOURCE OF FUNDS

This project is funded in its entirety through Federal Grant Award Number LS-00-15-0044-15 – FFY 2015 – CFDA: 45.310 – Grants to States – Institute of Museum and Library Services.

A breakdown of the funding is provided below:

- Percentage of total costs of the program which will be financed with Federal money: 100%
- Dollar amount of Federal funds for the project. \$29,900.00
- Percentage and dollar amount of total costs of the project that will be financed by non-government sources: 0%.

V. PAYMENT FOR SERVICES

Venture HRO, LLC will provide fourteen (14) Workshops on the topic specified in Section II above, at fourteen (14) predetermined locations in Texas as outlined in section 2.4 of the RFP. Costs for the Workshops are at a set cost per location as detailed in *Appendix C* of this Contract. The set cost per Workshop location includes all programming and materials development, in-person delivery of the Workshop content, and all associated travel expenses. Total reimbursement to Performing Vendor will not exceed \$29,990.00 under this Contract.

In accordance with the Texas Prompt Payment Act, TSLAC shall timely reimburse Venture HRO, LLC based upon receipt of itemized invoices. Reimbursements shall be made by TSLAC's issuance of state warrants or electronic transfer of payment to Venture HRO, LLC.

Payments to Venture HRO, LLC will be tied to the successful completion of specified projects and/or services for the given month. Venture HRO, LLC may submit invoices as services are completed, but shall submit no more than one invoice per month, and those invoices will be for authorized expenses performed under the terms of this Contract. Once the work is reviewed and accepted and services for a month are determined complete by TSLAC, approval for payment will be processed upon receipt of an accepted invoice.

Vendor must submit invoices for all items delivered to and accepted by TSLAC. Invoices must contain the Vendor name, Vendor Identification Number (VIN) or Texas Identification Number (TIN), remittance address (city, state, zip code), telephone number, TSLAC's full name, delivery address, Contract number, and a description of the dates of service and the total dollar amount.

Invoices submitted should be numbered with Contract # 306-16-8011.

All invoices must be submitted to one of the following addresses:

*Texas State Library and Archives Commission
Accounting Department
P O Box 12516
Austin, TX 78711*

or

email: AP@tsl.texas.gov

or

Fax: 512-475-3393

Vendor must submit invoices for all items delivered to and accepted by the Receiving Agency.

VI. CONTRACT AMOUNT

The total amount of this Contract shall not exceed **twenty-nine thousand nine hundred ninety and no/100 dollars (\$29,990.00)** without prior approval from the TSLAC's Purchasing Department and an amendment to this Contract.

This Contract is subject to availability of funds and may be cancelled with no additional cost to the agency if appropriations become unavailable. If this Contract is cancelled due to the unavailability of appropriations, the agency will only pay for services that have already been rendered up to the date of cancellation.

VII. TERMS AND CONDITIONS

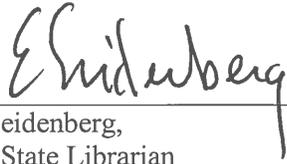
Terms and Conditions are those listed with RFP# 306-16-8011. TSLAC and Federal/LSTA Terms and Conditions will be made a part of this Contract for all purposes. The Texas State Library and Archives Commission reserve the right to amend and or add to the Terms and Conditions as necessary. Performing Vendor will be made aware of any changes.

Federal/LSTA Terms and Conditions may not be altered.

THE UNDERSIGNED RECEIVING AGENCY Hereby certifies that: (1) services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government; (2) the services, supplies or materials contracted for are not required by Section 21, Article 16, of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY

*Texas State Library and Archives Commission
1201 Brazos Street
Austin, Texas 78701*



Edward Seidenberg,
Assistant State Librarian

07-07-2015

Date

Approved:



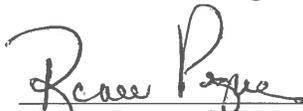
Donna Osborne
Chief Fiscal Officer



Deborah Littrell, Director Library Development and
Networking



Katherine Adelberg, Project Coordinator



Renee Pogue, CTPM, CTCM

PERFORMING VENDOR

*Venture HRO, LLC
3808-B Kemp Blvd. #225
Wichita Falls, TX 76308*

Signature

(Must be an official empowered to
enter into Contract)

Typewritten or Printed Name
Above

Title

7/7/15

Date

6/26/15

Date

6/26/15

Date

7/8/15

Date

*SLM Advanced Workshops: Growing Your Best Library Team
RFP 306-15-8011
Appendix C*

Set cost per specific location

Training: 14 sessions at \$1,200.00 each for a total of \$16,800.00

Development of Training materials: \$3,000.00

*Awarded vendors travel expenses (lodging, transportation and meals) training and development of materia
are included in the set cost per specific location shown below.*

Contract Total will not exceed \$29,990.00.

<u>Location</u>	<u>set cost per location</u>
Amarillo	\$2,314.29
Lubbock	\$2,034.29
Bedford	\$2,064.29
Abilene	\$1,904.29
Wichita Falls	\$1,414.29
Mount Pleasant	\$1,934.29
Dibol	\$2,164.29
Uvalde	\$2,289.29
Waco	\$2,014.29
Ft Stockton	\$2,254.29
New Braunfels	\$2,214.29
Conroe	\$2,284.29
Portland	\$2,489.26
McAllen	<u>\$2,614.26</u>
<i>Total of Proposal</i>	\$29,990.00

THE UNDERSIGNED RECEIVING AGENCY Hereby certifies that: (1) services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government; (2) the services, supplies or materials contracted for are not required by Section 21, Article 16, of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY

*Texas State Library and Archives Commission
1201 Brazos Street
Austin, Texas 78701*

E. Seidenberg

Edward Seidenberg,
Assistant State Librarian

07-07-2015

Date

Approved:

Donna Osborne

Donna Osborne
Chief Fiscal Officer

Deborah Littrell

Deborah Littrell, Director Library Development and
Networking

Katherine Adelberg

Katherine Adelberg, Project Coordinator

Renee Pogue

Renee Pogue, CTPM, CTCM

PERFORMING VENDOR

*Venture HRO, LLC
3808-B Kemp Blvd. #225
Wichita Falls, TX 76308*

R. Miller

Signature

(Must be an official empowered to
enter into Contract)

Fenny D Miller

Typewritten or Printed Name

Above

President

Title

7/7/15

Date

6/26/15

Date

6/26/15

Date

7/8/15

Date