

**STATE OF TEXAS  
PURCHASE ORDER**

<b>1. Agency Name &amp; No.</b> <b>TEXAS STATE LIBRARY &amp; ARCHIVES COMMISSION 306</b> Tax Exempt agency of the Texas State Government	<b>4. Purchase Order No.</b> 306-16-8130	<b>12. HUB:</b> N/A	<b>13. Order Type:</b> Catalog
	<b>5. PCC</b>	<b>14. Vendor Identification No:</b> ██████████	
<b>2. Agency Billing Address</b> <b>**ACCOUNTING DEPARTMENT**</b> 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	<b>6. Current Document No.</b> DT-9	<b>15. Vendor Address:</b> American Chemical Society PO Box 3337 Columbus, OH 43210	
	<b>7. Document (order) amt</b> \$1,284,737.00	<b>16. Vendor Contact Info:</b> Yung Murphy <b>Phone:</b> (202) 340-7299 <b>Fax:</b> (614) 447-5475 <b>Email:</b> Y_Murphy@acs.org	
<b>3. Destination of goods or service</b> FOB Destination Receiving Dock, Room G-007 Texas State Library & Archives Commission 1201 Brazos Street Austin, TX 78701	<b>8. REF DOC</b>	<b>9. Service Period or Expected Delivery Date:</b> 1/1/2016 - 12/31/2016	
	<b>10. Agency Contact:</b> Pam Rodriguez <b>Email:</b> prodriguez@tsl.texas.gov		<b>Phone:</b> (512) 463-3037 <b>Fax:</b> (512) 475-3393
	<b>11. TSLAC Project Contact:</b> Russlene Waukechon <b>Email:</b> rwauechon@tsl.texas.gov		<b>Phone:</b> (512) 463-7402

**17. Description**

*Services for consortium pricing for a direct publication. TSLAC will be reimbursed by the libraries taking advantage of the contract pricing.*

18. SFX	INDEX	AY	COBJ	AOBJ	AMOUNT	INVOICE NO.
001	17126	16	7276	7199	\$628,548.00	

19. Line No	20. Goods & Service	21. NIGP Code	22. Qty	23. Units	24. Unit Price	25. Extended Amt
1.	ACS Web Editions/ACS Legacy Archives Access	956-35	1	Year(s)	\$628,548.00	\$628,548.00

18. SFX	INDEX	AY	COBJ	AOBJ	AMOUNT	INVOICE NO.
002	17127	16	7276	7199	\$656,189.00	

19. Line No	20. Goods & Service	21. NIGP Code	22. Qty	23. Units	24. Unit Price	25. Extended Amt
2.	ACS Web Editions/ACS Legacy Archives Access	956-35	1	Year(s)	\$656,189.00	\$656,189.00

**INTERNAL PO ONLY**

**Grand Total**      \$1,284,737.00

**26. Legal Cites:** Purchase made for a library or resource-sharing program operated by the Texas State Library & Archives Commission as defined by the Texas Government Code, Title 10, Section 2155.139 (1)(B)

**27. Division Tracking Number:** LDN 16-076

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.

<b>28. Approval Signature</b> 	<b>Date</b> 12-7-2015	<b>29. Vendor Signature</b>	<b>Date</b>
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**TEXAS STATE LIBRARY AND ARCHIVES COMMISSION  
CONTRACT FOR SERVICES  
AMENDMENT 3 TO CONTRACT: 306-13-8148**

**I. Contracting Parties**

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

The Performing Vendor: American Chemical Society (ACS)

Except as amended below, all terms of the original contract between TSLAC and ACS, dated February 1, 2013 and Amendment 1, dated November 26, 2013 (collectively, the "ACS Access Agreement"), will remain in effect.

**III. Term of Contract**

The term of service for ACS Web Editions, which includes the All Publications Package and Academic Core Plus Package, will begin January 1, 2016, and will conclude no later than December 31, 2016, unless otherwise terminated earlier by either party.

Amendment 3 is the third of four optional annual contract renewals, per the terms of the original contract.

**IV. Source of Funds**

Funding for this Amendment is outlined below.

- Percentage of total costs of the contract which will be financed with General Revenue appropriations from Texas Legislature: 100% and \$1,284,737.00
- Percentage and dollar amount of total costs of the contract, with all Attachments and Amendments, which will be financed with Federal money: 0% & \$0.00
- Percentage and dollar amount of total costs of the contract that will be financed with non-government sources: 0% & \$0.00
- TSLAC will be reimbursed for the entire cost by the participating libraries.

**VI. Payment for Services**

Vendor must place the following tracking number on each invoice issued under this Amendment. Tracking numbers for future renewals will be assigned in the documentation for the renewal.

Current Term: January 1, 2016 – December 31, 2016 – Tracking Number: 306-16-8103

Invoices for services must contain the tracking number listed above and be submitted to the following address. Invoices not sent to either the physical OR email address below **will not** be accepted nor processed for payment.

Texas State Library and Archives Commission  
Accounting Department  
PO Box 12516  
Austin, Texas 78711

OR

[AP@tsl.texas.gov](mailto:AP@tsl.texas.gov)

**VII. Contract Amount**

Per Attachment A of this Amendment, the renewal amount for ACS Products for the period of January 1, 2016 thru December 31, 2016, is \$1,284,737.00.

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION  
CONTRACT FOR SERVICES  
AMENDMENT 3 TO CONTRACT: 306-13-8148

**VIII. General**

The TSLAC Terms and Conditions (Attachment D) have been amended to add the following. The Amended TSLAC Terms and Conditions are hereby fully incorporated into this Amendment 3.

***TSLAC Terms and Conditions Amendments Updates (Attachment D)***

- |   |   |
|---|---|
| 2. Debarred Vendors List                  | 25. Criminal Conviction Certification                               |
| 14. Indemnification                       | 32. Termination for Convenience                                     |
| 17. Patents and Copyrights                | 34. Records Retention   |
| 18. Default                               | 40. Electronic and Information Resources<br>Accessibility Standards |
| 24. Immigration                           |   |
| 1. Notices                                | 56. Termination for Convenience                                     |
| 2. Debarred Vendors List                  | 57. Termination Remedies  |
| 3. Duty to Disclose                       | 62. Insurance & Other Security                                      |
| 7. No Other Benefits                      | 63. Workers' Compensation Insurance Coverage                        |
| 10. Confidentiality and Open Records      | 64. Workers Compensation & Employers Liability                      |
| 12. No Conflicts                          | 73. Texas Bidder  |
| 15. Permits, Licenses                     | 75. Recovered Materials   |
| 17. Control; Ownership; Legal Proceedings | 78. Provision for Direct Deposit                                    |
| 18. Time Limits                           | 79. Disclosure of Security Breach                                   |
| 26. Liability for Taxes                   | 80. Information Security Requirements                               |
| 28. Indemnification                       | 81. Transition  |
| 29. Debt                                  | 82. E-Verify  |
| 32. Infringements                         |   |

**IX. Amendment of the ACS Access Agreement**

Section 16, General, of the ACS Access Agreement, is hereby amended by adding the following sentence to the end thereof to read in its entirety as follows:

"In the event of conflict between the terms and conditions of this Agreement and the TSLAC Terms & Conditions attached hereto, the terms and conditions of this Agreement shall control."

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION  
CONTRACT FOR SERVICES  
AMENDMENT 3 TO CONTRACT: 306-13-8148

X. THE UNDERSIGNED RECEIVING AGENCY Hereby certifies that

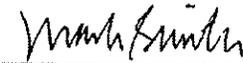
- (1) Services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government;
- (2) The services, supplies or materials contracted for are not required by Section 21, Article 16, of the Constitution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

Receiving Agency

Performing Agency

Texas State Library and Archives Commission  
P.O. Box 12927  
Austin, Texas 78711-2927

American Chemical Society  
1155 16<sup>th</sup> Street, NW  
Washington, DC 20036

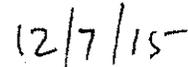


Mark Smith  
Director and Librarian



Signature of an official empowered to enter in this Contract

  
Typewritten or Printed Name Above

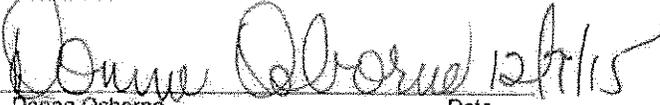


Date



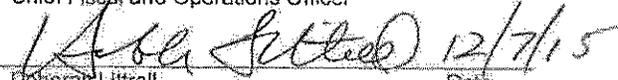
Date

Approved:



Donna Osborne  
Chief Fiscal and Operations Officer

  
Date



Deborah Littrell  
Director of Library Development and Networking

  
Date



Russlene Waukechon  
Contract Manager

  
Date



Charlotte Craig, CTPM, CTCM  
Purchaser

  
Date

Attachment 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.

Attachment D  
Texas State Library and Archives Commission  
Terms and Conditions

**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.

**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 SUITS, 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.

Attachment D  
Texas State Library and Archives Commission  
Terms and Conditions

**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.

**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 matter 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. TSLAS 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 an 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.

Attachment D  
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Terms and Conditions

**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

## 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. Invoices **must** be submitted to the agency at the invoice address shown in Box 12 on front side of the Purchase Order form, located below the vendor name. If you prefer to submit your invoice electronically, **use the following email address: [ap@tsl.texas.gov](mailto:ap@tsl.texas.gov)**
3. Your invoice must show vendor name and remit to address.
4. Invoice must be issued to the Texas State Library and Archives Commission (TSLAC).
5. The Purchase Order Number must be on the invoice and packing slips. Invoices submitted without the Purchase Order Number are not in compliance and will result in delays in payment processing.
6. Vendor's Texas Identification Number (if issued) or Federal Tax ID Number must be on the invoice. Vendors who have not been issued a Texas Identification Number should contact the TSLAC Accounting Office at (512) 463-5473 for assistance.
7. Invoice must have description of each item or service, that corresponds with the description on the Purchase Order and be in the order listed on this purchase order. Item numbers must be shown to correspond with the item numbers on the Purchase Order.
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](http://www.txdirectdeposit.org). Completed forms should be sent to the Agency invoice address listed in Box 12 of the Purchase Order.

### 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, Chapter 2251 of Texas Government Code. 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 Section 231.006 (d), Family Code, 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

Chapter 2260 Government Code, 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>

Updated October 20, 2014



**2016 Price Quote**  
**American Chemical Society**

P.O. Box 3337 Columbus, OH 43210

Attachment A

Phone: 888-338-0012 United States  
 614-447-3674 International  
 Fax: 614-447-5475  
 Email: liblink@acs.org

Consortia Name : TEXSHARE  
 Site Email : rwaukchn@tsl.state.tx.us  
 Quote Date : 09/10/2015 1063174-2-HDTB  
 Expires :

**Sales Contact**  
 Yung Murphy at 202-340-7299  
 Y\_Murphy@acs.org

**Product** **Quantity** **2016 Quote**

**Web Editions**

Academic Core Plus Custom	3	\$76,596.00
ACS Academic Core Plus Pack	3	\$69,970.00
ACS All Publications Package	30	\$1,038,814.00
ACS Science Essentials Pack	2	\$16,720.00

**Single Pay Web Discount** **\$(36,063.00)**

**Other Products**

ACS Legacy Archive Fee Waived	2	\$0.00
ACS Legacy Archive Fees w/o BP Fee Waived	7	\$0.00
ACS Legacy Archive Lease	20	\$110,600.00
Chemical & Engineering News Online	9	\$8,100.00
CORE+ Digital Token Access 150	3	\$0.00
CORE+ Digital Token Access 250	3	\$0.00

**Renewal Products** **\$1,284,737.00**

*Mark Smith*

Signature of an individual who has authority to accept quote on behalf of TEXSHARE

Mark Smith

Print Name

Executive Director

Title

12/7/2015

Date

306-16-8130

P.O. Number (Optional)

**Disclaimer:** Although every effort has been made to ensure this price quote is accurate, ACS reserves the right to correct any errors or omissions.

# 2016 ACS Journal Information for Librarians

Publication Title	First Year of Publication or Volume 1	First Year Available Online with a Subscription*	Website URL	2016 Volume	Issues Per Year Online	Reference Only	Print Svc Code	Web ISSN
Accounts of Chemical Research	1968	1996	pubs.acs.org/journal/acr	49	12	0001-4842	5500	1520-4898
ACS Applied Materials & Interfaces	2009	2009	pubs.acs.org/journal/amick	8	24	1944-8244	2700	1944-8252
ACS Biomaterials Science & Engineering	2015	2015	pubs.acs.org/journal/abseba	2	12	Web Only	Web Only	2373-9878
ACS Catalysis	2011	2011	pubs.acs.org/journal/acsca	6	12	Web Only	Web Only	2155-5435
ACS Central Science (Open Access)**	2015	2015	pubs.acs.org/journal/acscli	2	12	Web Only	Web Only	2374-7951
ACS Chemical Biology	2006	2006	pubs.acs.org/journal/acsccb	11	12	1554-8929	2400	1554-8937
ACS Chemical Neuroscience	2010	2010	pubs.acs.org/journal/acschn	7	12	Web Only	Web Only	1948-7193
ACS Combinatorial Science	1999	1999	pubs.acs.org/journal/acsccs	18	12	2156-8952	3400	2156-8944
ACS Infectious Diseases	2015	2015	pubs.acs.org/journal/aidb	2	12	Web Only	Web Only	2373-8277
ACS Macro Letters	2012	2012	pubs.acs.org/journal/amctcl	5	12	Web Only	Web Only	2161-1653
ACS Medicinal Chemistry Letters	2010	2010	pubs.acs.org/journal/amctcl	7	12	Web Only	Web Only	1948-5875
ACS Nano	2007	2007	pubs.acs.org/journal/acsna3	10	12	1936-0851	2500	1936-086X
ACS Photonics	2014	2014	pubs.acs.org/journal/aphids	3	12	Web Only	Web Only	2330-4022
ACS Sensors - New in 2016	2016	2016	http://pubs.acs.org/journal/acssef	1	12	Web Only	Web Only	pending
ACS Sustainable Chemistry & Engineering	2013	2013	pubs.acs.org/journal/acsce	4	12	Web Only	Web Only	2168-0485
ACS Synthetic Biology	2012	2012	pubs.acs.org/journal/acsceb	5	12	Web Only	Web Only	2161-5063
Analytical Chemistry	1929	1996	pubs.acs.org/journal/ancham	88	24	0003-2700	5600	1570-6882
Biochemistry	1962	1996	pubs.acs.org/journal/bchaw	55	52	0006-2960	5700	1520-4950
Biomacromolecules	1988	1996	pubs.acs.org/journal/biomac	27	12	1043-1802	9400	1520-4812
Chemical Research in Toxicology	1988	1996	pubs.acs.org/journal/chrtoe	29	12	0893-228X	9100	1520-5010
Chemical Reviews	1925	1996	pubs.acs.org/journal/crtocv	116	24	0009-2665	6400	1520-6890
Chemistry of Materials	1989	1996	pubs.acs.org/journal/cmater	28	24	0897-4756	9300	1520-5002
Crystal Growth & Design	2001	2001	pubs.acs.org/journal/cgdesl	16	12	1528-7483	1300	1528-7505
Energy & Fuels***	1987	1996	pubs.acs.org/journal/enfu	30	12	0887-9624	8800	1520-5029
Environmental Science & Technology	1967	1996	pubs.acs.org/journal/estt	50	24	0013-936X	6800	1520-5851
Environmental Science & Technology Letters	2014	2014	pubs.acs.org/journal/esttcl	3	12	Web Only	Web Only	2378-8920
Industrial & Engineering Chemistry Research	1909	1996	pubs.acs.org/journal/ierecd	55	51	0888-5885	8900	1520-5045
Inorganic Chemistry	1962	1996	pubs.acs.org/journal/inorg	55	24	0020-1669	7200	1520-510X
Journal of Agricultural and Food Chemistry	1953	1996	pubs.acs.org/journal/jafcau	64	51	0021-8561	7400	1520-5118
Journal of Chemical & Engineering Data	1956	1996	pubs.acs.org/journal/jcedat	61	12	0021-9568	7600	1520-5134
Journal of Chemical Education****	1924	1924	pubs.acs.org/journal/jcede8	93	12	0021-9584	9100	1938-1328
Journal of Chemical Information and Modeling	1961	1996	pubs.acs.org/journal/jcisd8	56	12	1549-9596	7500	1549-960X
Journal of Chemical Theory and Computation	2005	2005	pubs.acs.org/journal/jctcce	12	12	1549-9618	2300	1549-9626
Journal of Medicinal Chemistry	1959	1996	pubs.acs.org/journal/jmcomf	59	24	0022-2673	8200	1520-4804
Journal of Natural Products*****	1979	1996	pubs.acs.org/journal/jnatpd	79	12	0163-3864	2000	1520-6025
Journal of Proteome Research	2002	2002	pubs.acs.org/journal/jprobs	15	12	1535-3893	2100	1535-3907
Journal of the American Chemical Society	1879	1996	pubs.acs.org/journal/jacsat	138	51	0002-7863	7300	1520-5126
Langmuir	1985	1996	pubs.acs.org/journal/langd5	32	52	0743-7463	8500	1520-5827
Macromolecules	1963	1996	pubs.acs.org/journal/macrobx	49	24	0024-9297	8000	1520-5835
Molecular Pharmaceutics	2004	2004	pubs.acs.org/journal/mophpb	13	12	1543-8384	2200	1543-8392
Nano Letters	1999	1999	pubs.acs.org/journal/nolef7	16	12	1530-6984	1900	1530-6992
Organic Letters	1997	1997	pubs.acs.org/journal/orclif7	18	24	1523-7060	9203	1523-7052
Organic Process Research & Development	1982	1996	pubs.acs.org/journal/oprdif7	20	12	1083-6160	3000	1520-586X
Organometallics	1936	1996	pubs.acs.org/journal/orgmd7	35	24	0276-7333	8300	1520-6041
The Journal of Organic Chemistry	1896	1996	pubs.acs.org/journal/jocoa	81	24	0022-3263	7700	1520-6904
The Journal of Physical Chemistry A	1896	1996	pubs.acs.org/journal/jpcat	120	51	1089-5639	7840	1520-5215
The Journal of Physical Chemistry B	1896	1996	pubs.acs.org/journal/jpcb	120	51	1520-6106	7880	1520-5207
The Journal of Physical Chemistry C	1896	1996	pubs.acs.org/journal/jpcoc	120	51	1932-7447	7800	1932-7455
The Journal of Physical Chemistry Letters	2010	2010	pubs.acs.org/journal/jpcld	7	24	Web Only	Web Only	1948-7185

\* Note: ACS Legacy Archives subscription required for online content prior to 1996

\*\* Energy & Fuels publishes 12 issues on the web and 6 issues in print

\*\*\*\* A co-publication of ACS Publications and the ACS Division of Chemical Education. This is the only title with package coverage prior to 1996.

\*\*\*\*\* A co-publication of ACS Publications and the American Society for Pharmacognosy (ASP)