

**STATE OF TEXAS  
PURCHASE ORDER**

<b>1. Agency Name &amp; No.</b> <b>TEXAS STATE LIBRARY &amp; ARCHIVES COMMISSION</b> 306 Tax Exempt agency of the Texas State Government	<b>4. Purchase Order No.</b> 306-16-8223	<b>12. HUB:</b> N/A	<b>13. Order Type:</b> Service
	<b>5. PCC</b> E	<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>	<b>15. Vendor Address:</b> Gretchen McCord 701 Hudgins Street Smithville, TX 78957	
	<b>7. Document (order) amt</b> \$2,800.00	<b>16. Vendor Contact Info:</b> Same as Vendor <b>Phone:</b> (512) 470-8932 <b>Fax:</b> <b>Email:</b> gretchen@digitalinfollow.com	
<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> 2/6/2016 - 2/23/2016	
	<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> Naomi DiTullio <b>Email:</b> nditullio@tsl.texas.gov		<b>Phone:</b> (512) 936-2586	

**17. Description**

Gretchen McCord will prepare and present three webinars as part of a three part series on security. Each webinar will be 90 minutes in length. The webinar title is: "Patron Privacy: What Texas Library Staff Should Know." The dates for presentation are scheduled tentatively as follows:  
 February 9, 2016 from 2:00pm - 3:30pm  
 February 16, 2016 from 2:00pm - 3:30pm  
 February 23, 2016 from 2:00pm - 3:30pm

The Texas State Library and Archives Commission reserves all rights to the webinar video and to archive the webinar video.

USAGE: For inclusion on TSLAC's website, within TSLAC originated web courses, and for publication in TSLAC sanctioned print, video, or Internet publications or products. The recording will be accessible free of charge to library staff.

Note: Presenter to provide TSLAC with copies of outline/handouts prior to presentation of webinar to assure compliance with VPAT accessibility requirements. The Texas State Library and Archives Commission Audio/Video Consent Form is attached and must be submitted to TSLAC prior to presentation(s). Presenter will provide TSLAC with a written response to attendee questions within three business days of the live webinar.

Vendor is not to exceed the total amount listed on the PO, without prior approval and amendment to this PO by the TSLAC Purchasing Department. TSLAC Order Terms & Conditions and Invoicing Instructions are attached. Payment will follow after invoice has been received and webinar has been conducted.

18. SFX	INDEX	AY	COBJ	AOBJ	AMOUNT	INVOICE NO.
001	17111	16	7213	7210	\$2,800.00	
19. Line No	20. Goods & Service	21. NIGP Code	22. Qty	23. Units	24. Unit Price	25. Extended Amt
1.	Three webinars titled "Patron Privacy: What Texas Library Staff Should Know"	924-86	1	Each	\$2,800.00	\$2,800.00

**INVOICE TO FOLLOW**

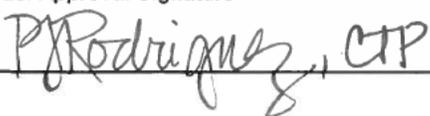
**Grand Total**                    \$2,800.00

**26. Legal Cites:** TPASS Delegated Purchases as defined by TAC Title 34, Part 1, Chapter 20, Subchapter C, Rule §20.41

**27. Division Tracking Number:** LDN 16-096

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> 12/14/2015	<b>29. Vendor Signature</b>	<b>Date</b>
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Vendor Training Services Agreement is attached. TSLAC Terms & Conditions have been amended per Vendor's request.

Archival Rights: This contract includes archival rights for one (1) calendar year from the date of the webinar with possible option to renew for one additional calendar year based on contractor's approval after review of TSLAC supplied access data. Pricing for this renewal option will be provided by Vendor. TSLAC supplied access data will include name of library and city name (supplied by registrants) for each participant accessing the archived recordings.

Note: Presenter to provide TSLAC with copies of outline/handouts prior to presentation of webinar to assure compliance with VPAT accessibility requirements. Presenter will provide TSLAC with a written response to attendee questions within five (5) business days of the live webinar. Vendor will coordinate with TSLAC Project Contact in Box #11.

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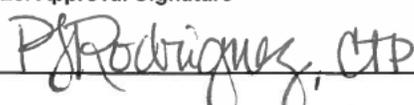
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<b>28. Approval Signature</b> 	<b>Date</b> 1/13/2016	<b>29. Vendor Signature</b>	<b>Date</b>
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*Gretchen McCord, Esq.*  
701 Hudgins St. ° Smithville, TX 78957  
gretchen@digitalinfolaw.com ° 512.470.8932

## **Training Services Agreement**

**Client: Texas State Library and Archives Commission**

**Client Contact: Naomi DiTullio**, Distance Learning Consultant  
nditullio@tsl.texas.gov  
512-936-2586

This Agreement documents the training services to be provided to Client by Gretchen McCord ("Instructor"), as described below.

1. **Format; Date and Time.** Instructor will provide a series of three 90-minute webinars on privacy law and practices for libraries, to be held at 2:00-3:30 CST on February 9, 16, and 23, 2016, via Citrix interface provided by client (the "Services").
2. **Recordings.** Client may record the webinar sessions (the "Recordings") and may make Recordings available for viewing, but not for downloading, via the TSLAC Online Training website only under the following conditions:
  - a. Client will clearly identify the Recordings as available only for Texas library staff.
  - b. Client will disable access to Recordings no later than March 1, 2017.
  - c. If Client wishes to extend accessibility to Recordings, Client will so notify Instructor no later than February 1, 2017, and will provide Instructor with a current list of libraries that have accessed Recordings. At Instructor's discretion, Instructor may agree to extend access to Recordings for one (1) additional year in exchange for an additional agreed-upon fee to be paid by Client.
  - d. Client will not otherwise reproduce, distribute, publicly perform or display, or make available the Recordings without specific written permission of Instructor.
3. **Ownership of Materials.** Client acknowledges that Instructor owns and retains all copyright and other rights in materials created by Instructor for use during or in connection with provision of the Services.
4. **Compensation.** In exchange for the Services, Client will pay Instructor a flat rate of \$2800.
5. **Legal Advice.** Client acknowledges that although Instructor will provide legal information, nothing Instructor says and no materials used or distributed during or in connection with provision of the Services is intended to constitute legal advice and should not be interpreted as such.

6. **Modifications and Cancellation.** Either party may modify or cancel this Agreement by providing written notice to the other party.
7. **Other Agreements.** This Agreement modifies additional agreements entered into by Client and Instructor regarding the Services. To the extent that any terms of those agreements should be found to conflict with this Agreement, the terms of this Agreement shall prevail.

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION

By: Naomi D. Tullio Date: 1/13/16  
Name: Naomi D. DiTullio  
Title: Distance Learning Consultant  
Date: January 13, 2016

GRETCHEN McCORD

Gretchen McCord Date: Dec. 22, 2015

Please reference PO# 306-16-8223 on your invoice after services rendered. Thank you!

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*Handwritten:* 11/19/2016

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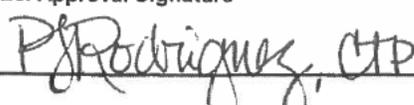
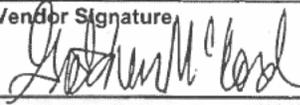
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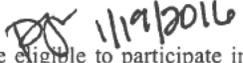
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**Texas State Library and Archives Commission  
Terms and Conditions**

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 <sup>to the best of its knowledge, </sup> 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 or any resulting Contract are prohibited from use to pay or employ a lobbyist. Refer to Section 556.005 or Section 556.008 of the Texas Government Code. [Updated 1/13/16] Removed at the request of the Vendor.~~

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