

**STATE OF TEXAS
PURCHASE ORDER**

1. Agency Name & No. TEXAS STATE LIBRARY & ARCHIVES COMMISSION 306 Tax Exempt agency of the Texas State Government		4. Purchase Order No. 306-17-8012	12. HUB: N/A	13. Order Type: Service
2. Agency Billing Address **ACCOUNTING DEPARTMENT** Texas State Library & Archives Commission PO Box 12516 Austin, TX 78711-2516 Email invoices to: invoices.accounting@tsl.texas.gov Phone: (512) 463-5473; Fax: (512) 475-0185		5. PCC E	14. Vendor Identification No: [REDACTED]	
3. Destination of goods or service FOB Destination Receiving Hours: 7:30 AM - 4:00 PM Receiving Dock, Room G-007 Texas State Library & Archives Commission 1201 Brazos Street Austin, TX 78701		6. Current Document No.	15. Vendor Address: WT Cox Information Services, Inc. 201 Village Road Shallote, NC 28470	
*VENDOR MUST REFERENCE PURCHASE ORDER NUMBER ON ALL INVOICES OR INVOICE WILL BE RETURNED TO VENDOR. THIS PURCHASE HAS BEEN DETERMINED TO BE THE "BEST VALUE."		7. Document (order) amt \$3,626.95	16. Vendor Contact Info: Debra M. Knox Phone: (800) 571-9554 Fax: (877) 755-6274 Email: dknox@wtcox.com	
		8. REF DOC	9. Service Period or Expected Delivery Date: 9/1/2016 - 8/31/2017	
		10. Agency Contact: Pam Rodriguez Email: purchasing@tsl.texas.gov		Phone: (512) 463-3037 Fax: (512) 475-3393
		11. TSLAC Project Contact: Email:		Phone:

17. Description

Subscription services that will include the tracking and claims for TSLAC serials with access to CoxNet. Please refer to Contract # 306-17-8012 for services and terms & conditions that apply; countersignatures are included on the Contract. This is the initial year of service for this Contract. Four annual optional renewals are available. A Purchase Order will be submitted each fiscal year with a list of the subscriptions requested for the year. Prices included in this PO include a 7% increase to anticipate any increase from the publisher.

Please note that two of our publications have different delivery address. Emails have been included for publications that includes digital access or copies.

^This publication has a different delivery address

Sam Houston Center
PO Box 310
Liberty, TX 77575

*This publication has a different delivery address

Recording Library of West Texas
3500 North A Street, Ste 2800
Midland, TX 79705

The following publications will be purchased according to the subscription term provided below.

TSLAC ACCOUNTING NOTE: Subscriptions must be prepaid in order to begin subscriptions.

18. SFX	INDEX	AY	COBJ	AOBJ	AMOUNT	INVOICE NO.
001	08111	17	7303	7399	\$112.30	

19. Line No	20. Goods & Service	21. NIGP Code	22. Qty	23. Units	24. Unit Price	25. Extended Amt
1.	Linux Pro Magazine; Print & DVD; Monthly; 12 issues Subscription Period: 1/1/2017 - 12/31/2017 ISSN: 1471-5678	956-40	1	Year(s)	\$112.30	\$112.30

18. SFX	INDEX	AY	COBJ	AOBJ	AMOUNT	INVOICE NO.
002	09301	17	7303	7399	\$233.15	

19. Line No	20. Goods & Service	21. NIGP Code	22. Qty	23. Units	24. Unit Price	25. Extended Amt
2.	Lawful Workplace; Print; Bi-Weekly; 26 issues Subscription Period: 9/1/2016 - 8/31/2017 ISSN: 2153-7232	956-40	1	Year(s)	\$233.15	\$233.15

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18. SFX	INDEX	AY	COBJ	AOBJ	AMOUNT	INVOICE NO.
003	24921	17	7201	7201	\$117.70	

19. Line No	20. Goods & Service	21. NIGP Code	22. Qty	23. Units	24. Unit Price	25. Extended Amt
3.	Texas Library Association Membership for TSLAC Membership Period: 1/1/2017 - 12/31/2017	963-48	1	Year(s)	\$117.70	\$117.70

18. SFX	INDEX	AY	COBJ	AOBJ	AMOUNT	INVOICE NO.
004	24921	17	7389	7201	\$2,376.01	

19. Line No	20. Goods & Service	21. NIGP Code	22. Qty	23. Units	24. Unit Price	25. Extended Amt
4.	Computers in Libraries; Print; Monthly; 10 issues Includes Computers in Libraries (Print), Computers in Libraries Annual Buyers Guide with Consultant Directory (Print) and Internet@Schools (Print) Internets Subscription Period: 3/1/2017 - 4/30/2018 ISSN: 1041-7915	956-40	1	Year(s)	\$112.30	\$112.30
5.	TLA Membership includes: Texas Library Journal (Print); TLA Directory (Online), and TLAcast (Online)	956-40	1	Year(s)	\$0.00	\$0.00
6.	Teacher Librarian Journal; Print & Digital; Irregular; 5 issues Subscription Period: 1/1/2017 - 12/31/2017 Please send digital copy to LD_Services@tsl.texas.gov ISSN: 1481-1782	956-40	1	Year(s)	\$64.20	\$64.20
7.	ALA TechSource; Print & Digital; Daily ogy Reports (Print & Online) and Smart Libraries Newsletter (Print & Online) Subscription Period: 1/1/2017 - 12/31/ 2018 Includes Library TechnolPlease send digital copy to LD_Services@tsl.texas.gov	956-40	1	Year(s)	\$411.95	\$411.95
8.	School Library Journal and Book Verdict Combo; Print & Digital; Annual Includes Book Verdict (Online) and Series Made Simple (Print) Subscription Period: 1/1/2016 - 12/31/2017 Please send digital copy to LD_Services@tsl.texas.gov	956-40	1	Year(s)	\$146.60	\$146.60
9.	Publishers Weekly; Print, Digital, Online; Weekly; 51 issues Subscription Period: 1/1/2017 - 12/31/2017 Please send digital copy to LD_Services@tsl.texas.gov ISSN: 0000-0019	956-40	1	Year(s)	\$267.49	\$267.49
10.	BookList (Password); Print & Online; Semi-Monthly; 22 issues Includes Book Links (Print) and Reference Books Bulletin (Print) Subscription Period: 1/1/2017 - 12/31/2017 Please send digital copy to LD_Services@tsl.texas.gov ISSN: 0006-7385	956-40	1	Year(s)	\$193.32	\$193.32
11.	Journal of Interlibrary Loan Document Deliver & Electronic Reserve; Print & Online; Irregular; 5 issues Subscription Period: 1/1/2017 - 12/31/2017 Please send digital copy to LD_Services@tsl.texas.gov ISSN: 1072-303X	956-40	1	Year(s)	\$600.27	\$600.27
12.	Voice of Youth Advocates (VOYA); Print & Digital; Bi- Monthly; 6 issues Subscription Period: 1/1/2017 - 12/31/2017 Please send digital copy to LD_Services@tsl.texas.gov ISSN: 0160-4201	956-40	1	Year(s)	\$66.34	\$66.34
13.	Newsletter of Intellectual Freedom; Digital; Bi-Monthly; 6 issues Subscription Period: 1/1/2017 - 12/31/2017 Please send digital copy to LD_Services@tsl.texas.gov ISSN: 0028-9485	956-40	1	Year(s)	\$58.85	\$58.85
14.	Marketing Library Services; Print; Bi-Monthly; 6 issues Subscription Period: 1/1/2017 - 12/31/2017 ISSN: 0896-3908	956-40	1	Year(s)	\$106.95	\$106.95

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15.	Library Hotline; Print & Digital; Weekly; 50 issues Subscription Period: 12/1/2016 - 11/30/2017 Please send digital copy to LD_Services@tsl.texas.gov ISSN: 0740-736X	956-40	1	Year(s)	\$139.09	\$139.09
16.	Library Administrator's Digest; Print; Irregular; 10 issues Subscription Period: 1/1/2017 - 12/31/2017 ISSN: 0746-6129	956-40	1	Year(s)	\$53.50	\$53.50
17.	Online Searcher Magazine; Print; Bi-Monthly; 6 issues Subscription Period: 1/1/2017 - 12/31/2017 ISSN: 2324-9684	956-40	1	Year(s)	\$155.15	\$155.15

18. SFX	INDEX	AY	COBJ	AOBJ	AMOUNT	INVOICE NO.
005	24922	17	7389	7201	\$169.05	

19. Line No	20. Goods & Service	21. NIGP Code	22. Qty	23. Units	24. Unit Price	25. Extended Amt
18.	Library Journal and Book Verdict Combo; Print & Digital; Annual Includes Book Verdict (Online) and Library by Design (Print) Subscription Period: 9/1/2016 - 8/31/2017 Please send digital copy to LD_Services@tsl.texas.gov	956-40	1	Year(s)	\$169.05	\$169.05

Grant Number: LS-00-16-0044-16 – FFY 2016 | CFDA: 45.310 – Grants to States | Institute of Museum and Library Services

18. SFX	INDEX	AY	COBJ	AOBJ	AMOUNT	INVOICE NO.
006	43121	17	7303	7402	\$169.05	

19. Line No	20. Goods & Service	21. NIGP Code	22. Qty	23. Units	24. Unit Price	25. Extended Amt
19.	Library Journal and Book Verdict Combo; Print & Digital; Annu Includes Book Verdict (Online) and Library by Design (Print) Subscription Period: 9/1/2016 - 8/31/2017 Please send digital copy to TBP_Admin_Services@tsl.texas.gov	956-40	1	Year(s)	\$169.05	\$169.05

18. SFX	INDEX	AY	COBJ	AOBJ	AMOUNT	INVOICE NO.
007	43221	17	7303	7406	\$27.48	

19. Line No	20. Goods & Service	21. NIGP Code	22. Qty	23. Units	24. Unit Price	25. Extended Amt
20.	*Annual subscriptions to Texas Monthly; Print & Online; Monthly; 12 issues Subscription Period: 1/1/2017 - 12/1/2017 Please send digital copy to TBP_Admin_Services@tsl.texas.gov ISSN: 0148-7736	956-40	2	Each	\$13.74	\$27.48

18. SFX	INDEX	AY	COBJ	AOBJ	AMOUNT	INVOICE NO.
008	43929	17	7389	7408	\$42.80	

19. Line No	20. Goods & Service	21. NIGP Code	22. Qty	23. Units	24. Unit Price	25. Extended Amt
21.	Dialogue Large Print (Salem); Print; Quarterly; 4 issues Subscription Period: 1/1/2017 - 12/31/2017 ISSN: 1556-4584	956-40	1	Year(s)	\$42.80	\$42.80

18. SFX	INDEX	AY	COBJ	AOBJ	AMOUNT	INVOICE NO.
009	52251	17	7303	7502	\$37.45	

19. Line No	20. Goods & Service	21. NIGP Code	22. Qty	23. Units	24. Unit Price	25. Extended Amt
22.	Texas Observer; Print & Online; Monthly; 12 issues Subscription Period: 1/1/2017 - 12/31/2017 Please send digital copy to Reference.Desk@tsl.texas.gov ISSN: 0040-4519	956-40	1	Year(s)	\$37.45	\$37.45

18. SFX	INDEX	AY	COBJ	AOBJ	AMOUNT	INVOICE NO.
010	52926	17	7201	7502	\$151.67	

19. Line No	20. Goods & Service	21. NIGP Code	22. Qty	23. Units	24. Unit Price	25. Extended Amt
23.	^Texas Gulf Historical Society Institutional Membership Period: 4/1/17 - 3/31/2018	963-48	1	Year(s)	\$33.97	\$33.97
24.	^Membership Includes Gulf Historical & Biographical Record (Print)	963-48	1	Year(s)	\$0.00	\$0.00

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25. Texas State Historical Association Membership for Institutions; Annual Membership Period: 7/1/2017 - 6/30/2018
Please send digital copy to Reference.Desk@tsl.texas.gov

963-48 1 Year(s) \$117.70 \$117.70

18. SFX	INDEX	AY	COBJ	AOBJ	AMOUNT	INVOICE NO.
011	52926	17	7303	7502	\$0.00	

19. Line No	20. Goods & Service	21. NIGP Code	22. Qty	23. Units	24. Unit Price	25. Extended Amt
26.	TSHA Institutional Membership includes: Annual Meeting of TSHA (Print), Riding Line (Print), and Southwestern Historical Quarterly (Print) ISSN: 0556-9931	956-40	1	Year(s)	\$0.00	\$0.00

18. SFX	INDEX	AY	COBJ	AOBJ	AMOUNT	INVOICE NO.
012	52926	17	7389	7502	\$190.29	

19. Line No	20. Goods & Service	21. NIGP Code	22. Qty	23. Units	24. Unit Price	25. Extended Amt
27.	Texas Monthly; Print & Online; Monthly; 12 issues Subscription Period: 1/1/2017 - 12/1/2017 Please send digital copy to Reference.Desk@tsl.texas.gov ISSN: 0148-7736	956-40	1	Year(s)	\$13.74	\$13.74
28.	Cost of Living Index; Print; Quarterly; 4 issues Subscription Period: 1/1/2017 - 12/31/2017 ISSN: 1048-2830	956-40	1	Year(s)	\$176.55	\$176.55

PRE-PAYMENT REQUIRED

Grand Total \$3,626.95

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: ADM 17-002, ADM FY17 Serial List

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 8/31/2016	29. Vendor Signature 	Date 8-31-2016
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Year End Serial List

*Please provide approvals the serials associated with each Vendor. Feel free to update the index or AOBJ as necessary. You may also cancel a serial by checking the box for the appropriate line item. The estimated price includes a 1.5% increase from the cost to anticipate possible inflation.

*If the requestor receives an invoice, please notify the Vendor to send invoice to Accounts Payable at AP@tsl.texas.gov. Accounting cannot pay for the invoice if they fail to receive it.

*If planning to use federal funds for a serial, the Vendor's DUNS and SAM registration must be verified before routing to Purchasing for processing. If you wish to add subscriptions, please submit a separate PR.

Division	Vendor Name	Vendor ID	Previous PO #	Current PO #	Vendor DUNS #	Sam Exp Date			
ADM	WT Cox Information Services	15613525573-000	16 - 8063	17 - 8012	084174804	7/7/17			
Qty	Units	Subscription	Unit Price	Comm Code	Index	COBJ	AOBJ	Estimated Price	Cancel
✓ 1	Year(s)	Lawful Workplace	\$425.40	956-40	09301	7303	7303	\$425.40	<input type="checkbox"/>
Serial Start Date	Serial End Date	Title #:	Serial Note						
9/1/2016	8/31/2017	Title: 519-040-150	Standing Order; Formerly Supervisor's Guide to Employment Practices; Includes 26 issues						
		ISSN: 2153-7232							

233.15

7399

233.15

Estimated Total \$425.40

Approvals:

du 5/23/2016
Purchasing Liaison Initials Date

De 5/23/16
Division Director Initials Date

Executive Director Initials Date
Mark Smith

De 5/23/16 pg 5/31/16
CFO Initials Date Purchaser Initials Date
Donna Osborne

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Year End Serial List

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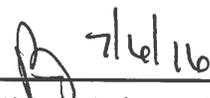
Division	Vendor Name	Vendor ID	Previous PO #	Current PO #	Vendor DUNS #	Sam Exp Date			
ARIS	WT Cox Information Services	15613525573-000	16 - 8063	17 - 8012	084174804	3/31/2017			
Qty	Units	Subscription	UnitPrice	CommCode	Index	COBJ	AOBJ	Estimated Price	Cancel
1	Year(s)	Texas Observer	\$68.56 \$62.61 37.45	956-40	52251	7303	7502	\$68.56 \$62.61 37.45	<input type="checkbox"/>
Serial Start Date	Serial End Date	Title #:	Serial Note						
1/1/2017	12/31/2017	Title: 885-356-006; ISSN: 0040-4519	Includes 12 issues						
Qty	Units	Subscription	UnitPrice	CommCode	Index	COBJ	AOBJ	Estimated Price	Cancel
1	Year(s)	Texas Monthly for TSLAC	\$22.85 \$20.86 13.74	956-40	52926	7389	7896 7502 q	\$22.85 \$20.86 13.74	<input type="checkbox"/>
Serial Start Date	Serial End Date	Title #:	Serial Note						
1/1/2017	12/31/2017	Title: 885-317-008; ISSN: 0148-7736	Includes 12 issues						
Qty	Units	Subscription	UnitPrice	CommCode	Index	COBJ	AOBJ	Estimated Price	Cancel
1	Year(s)	Cost of Living Index	\$337.08 \$307.77 176.55	956-40	52926	7389	7896 7502 q	\$337.08 \$307.77 176.55	<input type="checkbox"/>
Serial Start Date	Serial End Date	Title #:	Serial Note						
1/1/2017	12/31/2017	Title: 241-039-516; ISSN:1070-9169	Formerly ACCRA Cost of Living Index; Comes also with electronic mail - excel; Includes 4 issues						
Qty	Units	Subscription	UnitPrice	CommCode	Index	COBJ	AOBJ	Estimated Price	Cancel
1	Year(s)	Texas State Historical Association Membership - For Institutions Includes Southwestern Historical Quarterly & Riding Line	\$190.44 \$173.88 117.70	956-40	52926	7201	7895 7502 q	\$190.44 \$173.88 117.70	<input type="checkbox"/>
Serial Start Date	Serial End Date	Title #:	Serial Note						
7/1/2017	6/30/2018	Title: 885-841-007	Includes Southwestern Historical Quarterly, Riding Line, & Annual Meeting; Includes 1 issue						

Year End Serial List

*Please provide approvals the serials associated with each Vendor. Feel free to update the index or AOBJ as necessary. You may also cancel a serial by checking the box for the appropriate line item. The estimated price includes a 15% increase from the cost to anticipate possible inflation.

*If the requestor receives an invoice, please notify the Vendor to send invoice to Accounts Payable at AP@tsl.texas.gov. Accounting cannot pay for the invoice if they fail to receive it.

*If planning to use federal funds for a serial, the Vendor's DUNS and SAM registration must be verified before routing to Purchasing for processing. If you wish to add subscriptions, please submit a separate PR.

Division	Vendor Name	Vendor ID	Previous PO #	Current PO #	Vendor DUNS #	Sam Exp Date	
ARIS	WT Cox InformationServices	15613525573-000	16 - 8063	17 - 8012	084174804	7/7/2017	
Estimated Total						\$618.93	
Approvals:						\$565.12 345.44	
 Purchasing Liaison Initials Date		 Division Director Initials Date		 Executive Director Initials Date		 CFO Initials Date	
		Mark Smith		Donna Osborne		 Purchaser Initials Date	

digital copies send to:

Reference Desk@tsl.texas.gov

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 JUL 13 2016
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Year End Serial List

*Please provide approvals for all serials associated with each Vendor. Feel free to update the index or AOBJ as necessary. You may also cancel a serial by checking the box for the appropriate line item. The estimated price includes a 1.5% increase from the cost to anticipate possible inflation.

*If the requestor receives an invoice, please notify the Vendor to send invoice to Accounts Payable at AP@tsl.texas.gov. Accounting cannot pay for the invoice if they fail to receive it.

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Division	Vendor Name	Vendor ID	Previous PO #	Current PO #	Vendor DUNS #	Sam Exp Date			
ARIS	WT Cox Information Services	15613525573-000	16 - 8420	17 - 8012	084174804	7/7/17			
Qty	Units	Subscription	UnitPrice	CommCode	Index	COBJ	AOBJ	Estimated Price	Cancel
✓ 1	Year(s)	Annual Institutional Membership to the Teas Gulf Historical Society, which includes the Texas Gulf Historical & Biographical Record subscription	\$28.75 \$26.25 33.97	963-48	52926	7201	7502	\$28.75 \$26.25 33.97	<input type="checkbox"/>
Serial Start Date	Serial End Date	Title #:	Serial Note						
4/1/2017	3/31/2018		Includes a subscription to the Texas Gulf Historical & Biographical Record						

Estimated Total

~~-\$28.75-~~
\$26.25 33.97

Approvals:

<u>A</u> 7/6/16	<u>[Signature]</u> 7/8/16	<u>MS</u> 7/11/16	<u>DO</u> 7/13/16	<u>pi</u> 7/21/2016
Purchasing Liaison Initials	Date	Division Director Initials	Date	Executive Director Initials
				Mark Smith
				CFO Initials
				Donna Osborne
				Purchaser Initials
				Date

RECEIVED

JUL 13 2016

PURCHASING

Year End Serial List

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Division	Vendor Name	Vendor ID	Previous PO #	Current PO #	Vendor DUNS #	Sam Exp Date			
IRT	WT Cox InformationServices	15613525573-000	16 - 8063	17 - 8012	084174804	7/7/2017			
Qty	Units	Subscription	UnitPrice	CommCode	Index	COBJ	AOBJ	Estimated Price	Cancel
✓ 1	Year(s)	Linux Magazine, includes DVD	\$213.20 112.30	956-40	08111	7303	7303 7399	\$213.20 112.30	<input type="checkbox"/>
Serial Start Date	Serial End Date	Title #:	Serial Note						
1/1/2017	12/31/2017	Title: 528-266-612; ISSN: 1752-0950 1471-5618	Includes 12 issues						
Estimated Total							\$213.20		
Approvals:									
<u>aw</u>	<u>5/31/2016</u>	<u>MFA</u>	<u>5-27-16</u>	<u>do</u>	<u>5/31/16</u>	<u>do</u>	<u>5/31/16</u>	<u>pr</u>	<u>5/31/2016</u>
Purchasing Liaison Initials	Date	Division Director Initials	Date	Executive Director Initials	Date	CFO Initials	Date	Purchaser Initials	Date
				Mark Smith		Donna Osborne			

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MAY 31 2016
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Year End Serial List

*Please provide approvals the serials associated with each Vendor. Feel free to update the index or AOBJ as necessary. You may also cancel a serial by checking the box.
 *If the requestor receives an invoice, please notify the Vendor to send invoice to Accounts Payable at AP@tsl.texas.gov. Accounting cannot pay for the invoice if they do not receive an invoice.
 *If planning to use federal funds for a serial, the Vendor's DUNS and SAM registration must be verified before routing to Purchasing for processing. If you wish to add a serial, please submit a separate PR.

*Would like
 fee EbSCO
 subscriptions
 moved to FY
 subscription period*

Division	Vendor Name	Vendor ID	Previous PO #	Current PO #	Vendor DUNS
LDN	WT Cox Information Services	15613525573-000	16 - 8063	17 - 8012	084174804

11/17

Qty	Units	Subscription	UnitPrice	CommCode	Index	COBJ	AOBJ	Estimated Price	Cancel
✓ 1	Year(s)	Computers in Libraries Includes: Internet @ Schools	\$190.35 112.30	956-40	24922 24921	7389	7896 7201	\$190.35 112.30	<input type="checkbox"/>
Serial Start Date			Serial End Date			Title #:		Serial Note	
3/1/2017			2/28/2017			Title: 229-319-058; ISSN: 1041-7915		Includes Internet @ Schools; Includes 10 issues	

Qty	Units	Subscription	UnitPrice	CommCode	Index	COBJ	AOBJ	Estimated Price	Cancel
✓ 1	Year(s)	Texas Library Journal, comes with Texas Library Association Membership	\$70.46 117.70	956-40	24922 24921	7389	7896 7201	\$70.46 117.70	<input type="checkbox"/>
Serial Start Date			Serial End Date			Title #:		Serial Note	
1/1/2017			12/31/2017			Title: 885-159-004; ISSN: 0040-4446		Comes with Texas Library Association Membership; Includes 4 issues	

Is \$70.46 the cost of TLA membership?

Qty	Units	Subscription	UnitPrice	CommCode	Index	COBJ	AOBJ	Estimated Price	Cancel
✓ 1	Year(s)	Teacher Librarian formerly Emergency Librarian - Print & Online	\$106.65 64.20	956-40	24922 24921	7389	7896 7201	\$106.65 64.20	<input type="checkbox"/>
Serial Start Date			Serial End Date			Title #:		Serial Note	
1/1/2017			12/31/2017			Title: 875-871-204; ISSN: 1481-1782		Formerly Emergency Librarian; Includes 5 issues	

Not receiving online access

Qty	Units	Subscription	UnitPrice	CommCode	Index	COBJ	AOBJ	Estimated Price	Cancel
1	Year(s)	Smart Libraries Newsletter formerly Library Systems Newsletter - Print & Online	\$160.63 385.00	956-40	24922 24921	7389	7896 7201	\$160.63 385.00	<input type="checkbox"/>
Serial Start Date			Serial End Date			Title #:		Serial Note	
1/1/2017			12/31/2017			Title: 801-459-009; ISSN: 0362-8930		Formerly Library Systems Newsletter; Includes 12 issues	

See Library Tech Reports

Not receiving online access

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Division	Vendor Name	Vendor ID	Previous PO #	Current PO #	Vendor DUNS #	Sam Exp Date			
LDN	WT Cox Information Services	15613525573-000	16 - 8063	17 - 8012	084174804	7/7/17			
Qty	Units	Subscription	UnitPrice	CommCode	Index	COBJ	AOBJ	Estimated Price	Cancel
1	Year(s)	School Library Journal - Print & Digital Edition - Basic Subscription, includes Book Verdict Online	\$184.72 146.60	956-40	24922 24921 del	7389	7896 7201	\$184.72 146.60	<input type="checkbox"/>
Serial Start Date	Serial End Date	Title #:	Serial Note						
1/1/2017	12/31/2017	Title: 801-459-009; ISSN: 0362-8930	Includes Book Verdict Online; Includes 12 issues						
Qty	Units	Subscription	UnitPrice	CommCode	Index	COBJ	AOBJ	Estimated Price	Cancel
1	Year(s)	Publishers Weekly - Print & Online & Digital Edition Includes 4 Special Announcement Issues, No issue between Christmas & New Year	\$476.09 267.49	956-40	24111 24921 del	7389	7896 7201	\$476.09 267.49	<input type="checkbox"/>
Serial Start Date	Serial End Date	Title #:	Serial Note						
1/1/2017	12/31/2017	Title: 739-362-002	Subscription includes special announcement issues; Includes 51 issues						
Qty	Units	Subscription	UnitPrice	CommCode	Index	COBJ	AOBJ	Estimated Price	Cancel
1	Year(s)	Public Library Quarterly - Print & Online - For Institutions	\$790.33	956-40	24922	7389	7896	\$790.33	<input type="checkbox"/>
Serial Start Date	Serial End Date	Title #:	Serial Note						
1/1/2017	12/31/2017	Title: 737-368-050; ISSN: 0161-6846	Includes 4 issues; Print and Online; Not At A subscription						

Not receiving online access (incl. Book Verdict Online)

AL

Year End Serial List

*Please provide approvals for the serials associated with each Vendor. Feel free to update the index or AOBJ as necessary. You may also cancel a serial by checking the box for the appropriate line item. The estimated price includes a 17% increase from the cost to anticipate possible inflation.

*If the requestor receives an invoice, please notify the Vendor to send invoice to Accounts Payable at AP@tsl.texas.gov. Accounting cannot pay for the invoice if they fail to receive it.

*If planning to use federal funds for a serial, the Vendor's DUNS and SAM registration must be verified before routing to Purchasing for processing. If you wish to add subscriptions, please submit a separate PR.

Division	Vendor Name	Vendor ID	Previous PO #	Current PO #	Vendor DUNS #	Sam Exp Date
LDN	WT Cox Information Services	15613525573-000	16 - 8063	17 - 8012	052711686	7/7/17

Qty	Units	Subscription	UnitPrice	CommCode	Index	COBJ	AOBJ	Estimated Price	Cancel
✓ 1	Year(s)	Booklist - Print & Online Single User Includes Reference Books Bulletin and book links quarterly supplement	\$303.76 193.32	956-40	24922 24114 24921	7389	7896 7201	\$303.76 193.32	<input type="checkbox"/>
Serial Start Date	Serial End Date	Title #:	Serial Note						
1/1/2017	12/31/2018	Title: 131-057-002; ISSN: 0006-7385	Includes Book Links Quarterly Supplement; Includes 22 issues						

Qty	Units	Subscription	UnitPrice	CommCode	Index	COBJ	AOBJ	Estimated Price	Cancel
✓ 1	Year(s)	Journal of Interlibrary Loan Document Delivery & Electronic Reserve - Print & Online - For Institution	\$872.22 600.27	956-40	24922 24114 24921	7389	7896 7201	\$872.22 600.27	<input type="checkbox"/>
Serial Start Date	Serial End Date	Title #:	Serial Note						
1/1/2017	12/31/2017	Title: 483-914-123; ISSN: 1072-303X	Formerly Journal of Interlibrary Loan Document; Includes 5 issues						

Not receiving online access

Qty	Units	Subscription	UnitPrice	CommCode	Index	COBJ	AOBJ	Estimated Price	Cancel
✓ 1	Year(s)	Voice of Youth Advocates - Print & Online	\$108.55 46.34	956-40	24922 24114 24921	7389	7896 7201	\$108.55 46.34	<input type="checkbox"/>
Serial Start Date	Serial End Date	Title #:	Serial Note						
1/1/2017	12/31/2017	Title: 938-152-006; ISSN: 0160-4201	Includes 6 issues						

Not receiving online access

Year End Serial List

*Please provide approvals for serials associated with each Vendor. Feel free to update the index or AOBJ as necessary. You may also cancel a serial by checking the box for the appropriate line item. The estimated price includes a 15% increase from the cost to anticipate possible inflation.

*If the requestor receives an invoice, please notify the Vendor to send invoice to Accounts Payable at AP@tsl.texas.gov. Accounting cannot pay for the invoice if they fail to receive it.

*If planning to use federal funds for a serial, the Vendor's DUNS and SAM registration must be verified before routing to Purchasing for processing. If you wish to add subscriptions, please submit a separate PR.

Division	Vendor Name	Vendor ID	Previous PO #	Current PO #	Vendor DUNS #	Sam Exp Date
LDN	WT Cox Information Services	15613525573-000	16 - 8063	17 - 8012	052711686	7/7/17

Qty	Units	Subscription	UnitPrice	CommCode	Index	COBJ	AOBJ	Estimated Price	Cancel
✓ 1	Year(s)	Newsletter on Intellectual Freedom - Online - For Institutions	\$156.16 58.85	956-40	24922 24111 24921 do	7389	7896 7201	\$156.16 58.85	<input type="checkbox"/>
Serial Start Date			Serial End Date			Title #:		Serial Note	
1/1/2017			12/31/2017			Title: 635-556-038; ISSN: 1945-4546		Includes 6 issues	

Not receiving (online only)

Qty	Units	Subscription	UnitPrice	CommCode	Index	COBJ	AOBJ	Estimated Price	Cancel
✓ 1	Year(s)	MLS: Marketing Library Services	\$190.35 106.95	956-40	24922 24111 24921 do	7389	7896 7201	\$190.35 106.95	<input type="checkbox"/>
Serial Start Date			Serial End Date			Title #:		Serial Note	
1/1/2017			12/31/2017			Title: 583-648-662; ISSN: 0896-3908		Includes 8 issues	

Qty	Units	Subscription	UnitPrice	CommCode	Index	COBJ	AOBJ	Estimated Price	Cancel
1	Year(s)	Library Trends - For Institutions	\$285.66	956-40	24922	7389	7896	\$285.66	<input checked="" type="checkbox"/>
Serial Start Date			Serial End Date			Title #:		Serial Note	
1/1/2017			12/31/2017			Title: 525-420-006; ISSN: 0024-2594		Comes with online & print; Includes 4 issues; Not ALA publication	

Qty	Units	Subscription	UnitPrice	CommCode	Index	COBJ	AOBJ	Estimated Price	Cancel
✓ 1	Year(s)	Library Technology Reports - Print & Online Comes with ALA Techsource + Smart Libraries	\$641.78 411.95	956-40	24922 24111 24921 do	7389	7896 7201	\$641.78 411.95	<input type="checkbox"/>
Serial Start Date			Serial End Date			Title #:		Serial Note	
1/1/2017			12/31/2017			Title: 525-388-005; ISSN: 0024-2586		Comes with ALA Techsource; Includes 8 issues; Not included with ALA Membership; Stand alone subscription	

Not receiving online access

Year End Serial List

*Please provide approvals the serials associated with each Vendor. Feel free to update the index or AOBJ as necessary. You may also cancel a serial by checking the box for the appropriate line item. The estimated price includes a 15% increase from the cost to anticipate possible inflation.

*If the requestor receives an invoice, please notify the Vendor to send invoice to Accounts Payable at AP@tsl.texas.gov. Accounting cannot pay for the invoice if they fail to receive it.

*If planning to use federal funds for a serial, the Vendor's DUNS and SAM registration must be verified before routing to Purchasing for processing. If you wish to add subscriptions, please submit a separate PR.

Division	Vendor Name	Vendor ID	Previous PO #	Current PO #	Vendor DUNS #	Sam Exp Date			
LDN	WT Cox Information Services	15613525573-000	16 - 8063	17 - 8012	084174804	7/9/17			
Qty	Units	Subscription	UnitPrice	CommCode	Index	COBJ	AOBJ	Estimated Price	Cancel
✓ 1	Year(s)	Library Journal - Print, Online, & Digital Edition - Basic Subscription Includes Book Verdict Online	\$465.06 169.05	956-40	24922	7389	7896 7201	\$465.06 169.05	<input type="checkbox"/>
Serial Start Date	Serial End Date	Title #:	Serial Note						
9/1/2017	8/31/2018	Title: 524-849-007; ISSN: 0363-0277	Includes Library by Design & 20 issues						
Not receiving online access									
Qty	Units	Subscription	UnitPrice	CommCode	Index	COBJ	AOBJ	Estimated Price	Cancel
✓ 1	Year(s)	Library Hotline - Print & Online	\$228.52 139.09	956-40	24922 24111 24921 del	7389	7896 7201	\$228.52 139.09	<input type="checkbox"/>
Serial Start Date	Serial End Date	Title #:	Serial Note						
12/1/2016	11/30/2017	Title: 524-767-289; ISSN: 0740-736X	Includes 50 issues						
Not receiving online access									
Qty	Units	Subscription	UnitPrice	CommCode	Index	COBJ	AOBJ	Estimated Price	Cancel
✓ 1	Year(s)	Library Administrators Digest	\$95.22 53.50	956-40	24922 24111 24921 del	7389	7896 7201	\$95.22 53.50	<input type="checkbox"/>
Serial Start Date	Serial End Date	Title #:	Serial Note						
1/1/2017	12/31/2017	Title: 524-183-308; ISSN: 0746-6129	Includes 10 issues						
Qty	Units	Subscription	UnitPrice	CommCode	Index	COBJ	AOBJ	Estimated Price	Cancel
1	Year(s)	Online Searcher	\$256.15 155.15	956-40	24922 24111 24921 del	7389	7896 7201	\$256.15 155.15	<input type="checkbox"/>
Serial Start Date	Serial End Date	Title #:	Serial Note						
1/1/2017	12/31/2017	Title: 659-472-865; ISSN: 2324-9684	Includes 6 issues						

Year End Serial List

*Please provide approvals the serials associated with each Vendor. Feel free to update the index or AOBJ as necessary. You may also cancel a serial by checking the box for the appropriate line item. The estimated price includes a 15% increase from the cost to anticipate possible inflation.

*If the requestor receives an invoice, please notify the Vendor to send invoice to Accounts Payable at AP@tsl.texas.gov. Accounting cannot pay for the invoice if they fail to receive it.

*If planning to use federal funds for a serial, the Vendor's DUNS and SAM registration must be verified before routing to Purchasing for processing. If you wish to add subscriptions, please submit a separate PR.

Division	Vendor Name	Vendor ID	Previous PO #	Current PO #	Vendor DUNS #	Sam Exp Date
LDN	WT Cox Information Services	15613525573-000	16 - 8063	17 - 8012	084174804	7/7/17
Estimated Total						\$5,582.65 <i>3662.76</i>

Approvals:

<u> <i>Ren</i> </u>	<u> <i>06/20/16</i> </u>	<u> <i>AR</i> </u>	<u> <i>6/20/16</i> </u>	<u> <i>ms</i> </u>	<u> <i>6/20/16</i> </u>	<u> <i>Do</i> </u>	<u> <i>6/28/16</i> </u>	<u> <i>ppj</i> </u>	<u> <i>8/21/2016</i> </u>
Purchasing Liaison Initials	Date	Division Director Initials	Date	Executive Director Initials Mark Smith	Date	CFO Initials Donna Osborne	Date	Purchaser Initials	Date

*digital copies send to:
LD_Services@tsl.texas.gov*

Year End Serial List

*Please provide approvals the serials associated with each Vendor. Feel free to update the index or AOBJ as necessary. You may also cancel a serial by checking the box for the appropriate line item. The estimated price includes a 15% increase from the cost to anticipate possible inflation.

*If the requestor receives an invoice, please notify the Vendor to send invoice to Accounts Payable at AP@tsl.texas.gov. Accounting cannot pay for the invoice if they fail to receive it.

*If planning to use federal funds for a serial, the Vendor's DUNS and SAM registration must be verified before routing to Purchasing for processing. If you wish to add subscriptions, please submit a separate PR.

Division	Vendor Name	Vendor ID	Previous PO #	Current PO #	Vendor DUNS #	Sam Exp Date
TBP	WT Cox Information Services	15613525573-000	16 - 8063	17 - 8012	084174804	7/1/17
01 ✓	Qty Units Subscription		UnitPrice	CommCode	Index	COBJ AOBJ Estimated Price <input type="checkbox"/>
	1 Year(s) Library Journal - Print, Online, & Digital Edition - Basic Subscription Includes Book Verdict Online		\$465.06 169.05 TBP	956-40	43121	7389 7303 7402 169.05
	Serial Start Date Serial End Date Title #:	Serial Note				
	9/1/2016 8/31/2017 Title: 524-849-007; ISSN: 0363-0277	Includes Library by Design & 20 issues; Print and Online				
DA ✓	Qty Units Subscription		UnitPrice	CommCode	Index	COBJ AOBJ Estimated Price Cancel <input type="checkbox"/>
	1 Year(s) Dialogue - Large Print Ed		\$102.83 42.80 TBP	956-40	43929	7389 7408 42.80
	Serial Start Date Serial End Date Title #:	Serial Note				
	1/1/2017 12/31/2017 Title: 270-996-002; ISSN: 1069-6857	Includes 4 issues				
DA ✓	Qty Units Subscription		UnitPrice	CommCode	Index	COBJ AOBJ Estimated Price Cancel <input type="checkbox"/>
	1 Year(s) Prevent Blindness America News formerly Prevent Blindness News		\$39.74	956-40	43929	7389 7408 \$39.74
	Serial Start Date Serial End Date Title #:	Serial Note				
	1/1/2017 12/31/2017 Title: 715-607-099	Includes 3 issues	TBP ACQ 17-03 Cancelled - PJ			
SP ✓	Qty Units Subscription		UnitPrice	CommCode	Index	COBJ AOBJ Estimated Price Cancel <input type="checkbox"/>
	2 Each Texas Monthly for Recording Library of West Texas		\$33.12 13.74	956-40	43221	7303 7406 27.48
	Serial Start Date Serial End Date Title #:	Serial Note				
	1/1/2017 12/31/2017 Title: 885-317-008; ISSN: 0148-7736	Includes 12 issues	TBP ACQ 17-04			

Year End Serial List

*Please provide approvals the serials associated with each Vendor. Feel free to update the index or AOBJ as necessary. You may also cancel a serial by checking the box for the appropriate line item. The estimated price includes a 15% increase from the cost to anticipate possible inflation.

*If the requestor receives an invoice, please notify the Vendor to send invoice to Accounts Payable at AP@tsl.texas.gov. Accounting cannot pay for the invoice if they fail to receive it.

*If planning to use federal funds for a serial, the Vendor's DUNS and SAM registration must be verified before routing to Purchasing for processing. If you wish to add subscriptions, please submit a separate PR.

Division	Vendor Name	Vendor ID	Previous PO #	Current PO #	Vendor DUNS #	Sam Exp Date
<i>JR</i> TBP	WT Cox Information Services	15613525573-000	16 - 8063	17 - <i>8012</i>	084174804	7/7/17
Estimated Total						\$673.88 <i>239.33</i>

Approvals:

<i>ASL</i>	<i>6-3-16</i>	<i>AMS</i>	<i>6-22-16</i>	<i>ms</i>	<i>6/30/16</i>	<i>DO</i>	<i>6/28/16</i>		
Purchasing Liaison Initials	Date	Division Director Initials	Date	Executive Director Initials	Date	CFO Initials	Date	Purchaser Initials	Date
				Mark Smith		Donna Osborne			

*Digital copies sent to:
TBP_Admin_Services@tsl.texas.gov*

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
CONTRACT FOR SERVICES
Contract # 306-17-8012

This Contract is entered into by and between the Texas State Library and Archives Commission (TSLAC), an agency of the State of Texas, and WT Cox Information Services, Inc. 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)

Pam Rodriguez will serve as Contract Manager and primary contact for TSLAC. TSLAC may reassign Contract Manager's responsibilities at its sole discretion. TSLAC will notify Performing Vendor within 24 hours of making any reassignments.

The Performing Vendor: WT Cox Information Services, Inc., a company located at 20 Village Road, Shallotte, MC 28470. Debra Cox will serve as the point of contact for this Contract. The Vendor will notify TSLAC within 24 hours of making any reassignments.

II. STATEMENT OF SERVICES TO BE PROVIDED

Services performed under this Contract are per the specifications outlined in IFB # 306-17-8012 (Attachment A), the WT Cox Information Services, Inc.'s response (Attachment B), and the requirements outlined in this Contract.

The Performing Vendor will provide subscription services for the serials requested by TSLAC. TSLAC may add or remove titles from the subscription service at their discretion. Titles must be cancelled per the cancellation policy provided by WT Cox Information Services, Inc. on page 24 of the bid response.

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

III. CONTRACT TERM

The term of service under this Contract will begin September 1, 2016 and will conclude no later than August 31, 2017, unless otherwise terminated earlier by either party.

Annual renewal options are available under this contract following the initial contract term. Estimated pricing for the annual renewal options is provided in Appendix A of this Contract. Annual increases for serials must not exceed 7% and are included for budgeting purposes. Contract renewals cannot be extended beyond August 31, 2021.

IV. SOURCE OF FUNDS

Funds may include federal and non-federal sources. Source of funds will be determined per serial title by TSLAC. A Purchase Order will be issued to WT Cox Information Services, Inc. with the list of subscriptions and the source of funds. Vendor must maintain SAM registration in order to continue receiving federal fund payments from TSLAC throughout the term of the Contract.

Grant Number: LS-00-16-0044-16 - FFY 2016 | CFDA: 45.310 - Grants to States | Institute of Museum and Library Services

V. PAYMENT FOR SERVICES

Vendor must submit invoices for all items delivered to and accepted by TSLAC. Invoices must contain the Vendor's legal name, Texas Identification Number (TIN), remittance address (city, state, zip code), telephone number, TSLAC's full name, delivery address (see below), current Contract Number, each itemized subscription provided with the dates of service, and the total dollar amount.

TSLAC shall timely reimburse WT Cox Information Services, Inc. based upon receipt of itemized invoices submitted by WT Cox Information Services, Inc. in compliance with TSLAC's invoicing instructions and in accordance with the Texas Prompt Payment Act. TSLAC shall make reimbursements by direct deposit or the issuance of state warrants for payment to WT Cox Information Services, Inc.

All reimbursements must be drawn on the appropriation item(s) or account(s) of TSLAC from which like expenditures would normally be paid, based upon vouchers drawn by WT Cox Information Services, Inc., payable to TSLAC within thirty (30) days of receipt of invoices.

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
CONTRACT FOR SERVICES
Contract # 306-17-8012

Vendor must place the following tracking number on each invoice for the time periods specified below.

Contract Number for Term of September 1, 2016 – August 31, 2017: 306-17-8012

Tracking numbers will be provided to the Performing Vendor for each fiscal year that exercises the renewal options.

Invoices for services must contain the Contract 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
P O Box 12516
Austin, Texas 78711

OR, via email at: invoices.accounting@tsl.texas.gov

VI. CONTRACT AMOUNT

A Purchase Order will be submitted to the Performing Vendor containing a list of the subscriptions requested for the fiscal year. Vendor must not exceed the total amount of the Purchase Order without written approval and amendment to the Purchase Order from the TSLAC Purchasing Department.

TSLAC reserves the right to add or remove serials at their discretion throughout the term of the Contract. The Performing Vendor will provide pricing for the requested title(s). If the pricing and title(s) are approved, the TSLAC Purchasing Department will provide an amended Purchase Order for the Vendor's approval.

Annual increases for serials must not exceed 7% for budgeting purposes.

VII. TERMS AND CONDITIONS

TSLAC's Terms and Conditions are those listed in Appendix B. The Texas State Library and Archives Commission reserves the right to amend or add to the terms and conditions as necessary. WT Cox Information Services, Inc. will be notified of any changes.

LSTA Terms and Conditions are those listed in Appendix C and are included for all intents and purposes. LSTA Terms and Conditions cannot be changed.

**TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
CONTRACT FOR SERVICES
Contract # 306-17-8012**

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 & Archives Commission
1201 Brazos Street
Austin, Texas 78701*

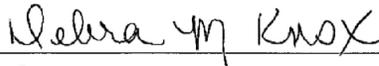


Donna Osborne
Chief Operations and Fiscal Officer

Date

PERFORMING VENDOR

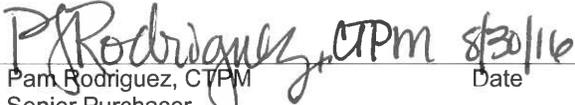
*WT Cox Information Services, Inc.
20 Village Road
Shallotte, NC 28470*



Debra M Knox
Date

8/31/16
Date

Approved by:



Pam Rodriguez, CTPM
Senior Purchaser

Date

Director of Contract Administration

Title

**APPENDIX A
VENDOR'S PRICING**



201 Village Road
Shallotte, NC 28470
800-571-9554
<http://www.wtcox.com>

Quote ID	Quote Item ID	Organization ID	Customer ID	Title	Media Type	ISSN	Issues	Frequency
92248	1	1609687	2034707	Public Library Quarterly	Print + Online	0161-6846	4	Quarterly
92248	2	1609687	2034707	Library Journal and Book Verdict Combo	Print + Digital		1	Annual
92248	3	1609687	2034707	Voice of Youth Advocates (VOYA)	Print + Digital	0160-4201	6	Bi-Monthly
92248	4	1609687	2034707	Texas State Historical Association	Membership		1	Annual
92248	5	1609687	2034707	Texas Observer: A Journal of Free Voices	Print + Online	0040-4519	12	Monthly
92248	6	1609687	2034707	Texas Monthly	Print + Online	0148-7736	12	Monthly
92248	7	1609687	2034707	Texas Monthly	Print + Online	0148-7736	12	Monthly
92248	8	1609687	2034707	Texas Library Association Membership	Membership		1	Annual
92248	9	1609687	2034707	Teacher Librarian Journal	Print + Digital	1481-1782	5	Irregular
92248	10	1609687	2034707	ALA TechSource	Print + Online		365	Daily
92248	11	1609687	2034707	Publishers Weekly	Print + Digital + Online	0000-0019	51	Weekly
92248	12	1609687	2034707	Prevent Blindness News	Print + Online		3	Annual
92248	13	1609687	2034707	Online Searcher Magazine	Print	2324-9684	6	Bi-Monthly
92248	14	1609687	2034707	Newsletter on Intellectual Freedom	Digital	0028-9485	6	Bi-Monthly
92248	15	1609687	2034707	Journal of Interlibrary Loan Document Delivery & Electronic Reserve	Print + Online	1072-303X	5	Irregular
92248	16	1609687	2034707	AIIM Products and Services Guide	Print		0	Irregular
92248	17	1609687	2034707	Booklist (Password)	Print + Online	0006-7385	22	Semi-Monthly
92248	18	1609687	2034707	Computers in Libraries	Print	1041-7915	10	Monthly
92248	19	1609687	2034707	School Library Journal and Book Verdict Combo	Print + Digital		1	Annual
92248	20	1609687	2034707	Dialogue Large Print (Salem)	Print	1556-4584	4	Quarterly
92248	21	1609687	2034707	Marketing Library Services	Print	0896-3908	6	Bi-Monthly
92248	22	1609687	2034707	Lawful Workplace	Print	2153-7232	26	Bi-Weekly
92248	23	1609687	2034707	Library Administrator's Digest	Print	0746-6129	10	Irregular
92248	24	1609687	2034707	Library Hotline	Print + Digital	0740-736X	50	Weekly
92248	25	1609687	2034707	Library Journal and Book Verdict Combo	Print + Digital		1	Annual
92248	27	1609687	2034707	Library Trends	Print	0024-2594	4	Quarterly
92248	28	1609687	2034707	Linux Pro Magazine	Print + DVD	1471-5678	12	Monthly
92248	29	1609687	2034707	Cost of Living Index	Print	1048-2830	4	Quarterly
92248	30	1609687	2034707	Texas Gulf Historical Society Membership	Membership		1	Annual
92248	31	1609687	2034707	Reader's Digest Large Print Edition for Easier Reading	Print	1094-5857	10	Monthly

**APPENDIX A
VENDOR'S PRICING**



Informa

201 Village Road
Shallotte, NC 28470
800-571-9554
<http://www.wtcox.com>

Quote ID	Quote Item ID	Term	Start Date	QTY	List	Rate	Total Rate	Option year 1	Option year 2	Option year 3	Option year 4
92248	1	1 Calendar Year	01/01/16	1	\$ 510.00	\$ 510.00	\$ 510.00	\$ 545.70	\$ 583.90	\$ 624.77	\$ 668.50
92248	2	1 Year	09/01/16	1	\$ 157.99	\$ 157.99	\$ 157.99	\$ 169.05	\$ 180.88	\$ 193.54	\$ 207.09
92248	3	1 Year	01/01/16	1	\$ 62.00	\$ 62.00	\$ 62.00	\$ 66.34	\$ 70.98	\$ 75.95	\$ 81.27
92248	4	1 Year	07/01/16	1	\$ 110.00	\$ 110.00	\$ 110.00	\$ 117.70	\$ 125.94	\$ 134.76	\$ 144.19
92248	5	1 Year	01/01/16	1	\$ 35.00	\$ 35.00	\$ 35.00	\$ 37.45	\$ 40.07	\$ 42.87	\$ 45.87
92248	6	1 Year	09/01/16	2	\$ 12.84	\$ 12.84	\$ 25.68	\$ 27.48	\$ 29.40	\$ 31.46	\$ 33.66
92248	7	1 Year	09/01/16	1	\$ 12.84	\$ 12.84	\$ 12.84	\$ 13.74	\$ 14.70	\$ 15.73	\$ 16.83
92248	8	1 Calendar Year	01/01/16	1	\$ 110.00	\$ 110.00	\$ 110.00	\$ 117.70	\$ 125.94	\$ 134.76	\$ 144.19
92248	9	1 Year	01/01/16	1	\$ 60.00	\$ 60.00	\$ 60.00	\$ 64.20	\$ 68.69	\$ 73.50	\$ 78.65
92248	10	1 Year	01/01/16	1	\$ 385.00	\$ 385.00	\$ 385.00	\$ 411.95	\$ 440.79	\$ 471.65	\$ 504.67
92248	11	1 Year	09/01/16	1	\$ 249.99	\$ 249.99	\$ 249.99	\$ 267.49	\$ 286.21	\$ 306.24	\$ 327.68
92248	12	1 Year	01/01/16	1	Ceased	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
92248	13	1 Year	09/01/16	1	\$ 145.00	\$ 145.00	\$ 145.00	\$ 155.15	\$ 166.01	\$ 177.63	\$ 190.06
92248	14	1 Year	01/01/16	1	\$ 55.00	\$ 55.00	\$ 55.00	\$ 58.85	\$ 62.97	\$ 67.38	\$ 72.10
92248	15	1 Calendar Year	01/01/16	1	\$ 561.00	\$ 561.00	\$ 561.00	\$ 600.27	\$ 642.29	\$ 687.25	\$ 735.36
92248	16	1 Year	09/01/15	1	Discontinued	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
92248	17	1 Year	01/01/16	1	\$ 180.67	\$ 180.67	\$ 180.67	\$ 193.32	\$ 206.85	\$ 221.33	\$ 236.82
92248	18	1 Year	03/01/16	1	\$ 104.95	\$ 104.95	\$ 104.95	\$ 112.30	\$ 120.16	\$ 128.57	\$ 137.57
92248	19	1 Year	09/01/16	1	\$ 136.99	\$ 136.99	\$ 136.99	\$ 146.58	\$ 156.84	\$ 167.82	\$ 179.57
92248	20	1 Year	01/01/16	1	\$ 40.00	\$ 40.00	\$ 40.00	\$ 42.80	\$ 45.80	\$ 49.01	\$ 52.44
92248	21	1 Year	01/01/16	1	\$ 99.95	\$ 99.95	\$ 99.95	\$ 106.95	\$ 114.44	\$ 122.45	\$ 131.02
92248	22	1 Year	09/01/16	1	\$ 217.90	\$ 217.90	\$ 217.90	\$ 233.15	\$ 249.47	\$ 266.93	\$ 285.62
92248	23	1 Year	01/01/16	1	\$ 50.00	\$ 50.00	\$ 50.00	\$ 53.50	\$ 57.25	\$ 61.26	\$ 65.55
92248	24	1 Year	09/01/16	1	\$ 129.99	\$ 129.99	\$ 129.99	\$ 139.09	\$ 148.83	\$ 159.25	\$ 170.40
92248	25	1 Year	09/01/16	1	\$ 157.99	\$ 157.99	\$ 157.99	\$ 169.05	\$ 180.88	\$ 193.54	\$ 207.09
92248	27	1 Calendar Year	01/01/16	1	\$ 188.00	\$ 188.00	\$ 188.00	\$ 201.16	\$ 215.24	\$ 230.31	\$ 246.43
92248	28	1 Year	09/01/16	1	\$ 104.95	\$ 104.95	\$ 104.95	\$ 112.30	\$ 120.16	\$ 128.57	\$ 137.57
92248	29	1 Year	01/01/16	1	\$ 165.00	\$ 165.00	\$ 165.00	\$ 176.55	\$ 188.91	\$ 202.13	\$ 216.28
92248	30	1 Year	04/01/16	1	\$ 31.75	\$ 31.75	\$ 31.75	\$ 33.97	\$ 36.35	\$ 38.89	\$ 41.61
92248	31	1 Year	09/01/16	1	\$ 29.98	\$ 29.98	\$ 29.98	\$ 32.08	\$ 34.33	\$ 36.73	\$ 39.30
							\$4,117.62	\$4,405.87	\$4,714.28	\$5,044.28	\$5,397.39

**APPENDIX A
VENDOR'S PRICING**



**201 Village Road
Shallotte, NC 28470
800-571-9554
<http://www.wtcox.co>**

Quote ID	Quote Item ID	Package Contents	Backstart
92248	1		Y
92248	2	Includes Book Verdict (Online) and Library by Design (Print)	N
92248	3		Y
92248	4	Includes Annual Meeting of the Texas State Historical Association (Print), Riding Line (Print), and Southwestern Historical Quarterly (Print)	Y
92248	5		Y
92248	6		N
92248	7		N
92248	8	Includes Texas Library Journal (Print), TLA Directory (Online), and TLAcast (Online) - Jan Start/ Library with annual budget of under \$1,000,000	Y
92248	9		Y
92248	10	Includes Library Technology Reports (Print + Online) and Smart Libraries Newsletter (Print + Online)	Y
92248	11		N
92248	12		N/A
92248	13		N
92248	14		Y
92248	15		Y
92248	16		N/A
92248	17	Includes Book Links (Print) and Reference Books Bulletin (Print)	Y
92248	18	Includes Computers in Libraries (Print), Computers in Libraries Annual Buyers Guide with Consultant Directory (Print), and Internet@Schools (Print)	Y
92248	19	Includes Book Verdict (Online) and Series Made Simple (Print)	N
92248	20		Y
92248	21		Y
92248	22		N
92248	23		Y
92248	24		N
92248	25	Includes Book Verdict (Online) and Library by Design (Print)	N
92248	27	Volume basis/ Volume 64 (2016) pricing supplied	N/A
92248	28		N
92248	29		Y
92248	30	Includes Gulf Historical & Biographical Record (Print)/ Apr Start	N
92248	31		N

APPENDIX B
Texas State Library and Archives Commission
Terms & Conditions

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

Contracts awarded by TSLAC shall be governed by and construed in accordance with the laws of the State of Texas. Any legal action concerning this Contract must be brought in accordance with the dispute resolution process provided in Texas Government Code § 2260 and may only be filed in a Texas State Court of appropriate jurisdiction in Travis County, Texas. Nothing in this Contract or its Appendices shall be construed to waive the State's sovereign immunity. The federal or state courts of the United States located in Texas shall have jurisdiction to hear any dispute under potential contracts and serviced may be made upon TSLAC by first class mail to its address as set forth herein.

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

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

Notwithstanding any provisions of this Contract to the contrary, Vendor understands that TSLAC will comply with the Texas Public Information Act as interpreted by judicial opinions and opinions of the State's Attorney General. Within three (3) days of receipt, Vendor shall refer to TSLAC any third party requests received directly by Vendor for information to which Vendor has access as a result of or in the course of performance under this Contract. Vendor is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
11. **Antitrust.** Vendor represents that neither the Vendor nor the company, corporation, partnership, or institution represented by the Vendor, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal to any other person engaged in such line of business.

Texas State Library and Archives Commission Terms & Conditions

12. **No Conflicts.** Vendor represents and warrants that Vendor has no actual or potential conflicts of interest in providing services to TSLAC under this Contract and that Vendor's provision of services under this Contract would not reasonably create an appearance of impropriety. Without limitation on the foregoing, other disclosures required under this Contract, and other prohibited work provisions of this Contract, Vendor shall, throughout the term of this Contract, comply with and provide all of the following to TSLAC, upon request: a copy of Vendor's most recent audit, if any, together with a full disclosure of any and all internal control weaknesses, if any; disclosure and detailed description of Vendor's most recent peer review, if any, stating the date of the review and irregularities, if any, and concluding comments; disclosure and detailed description of any emerging irregularities, if any, that could materially affect TSLAC's interests; and disclosure and detailed description of how Vendor determines whether Vendor's outside auditors provide consulting or other services to Vendor or Vendor's clients or to TSLAC.
13. **Specifications.** The State will not be bound by any oral statement or representation contrary to the written specifications,
14. **Delivery.**
 - a. Delivery shall be made during normal business hours (7:30am-4:30pm, CT), unless prior approval or specific instructions have been provided from the TSLAC Purchasing Department.
 - b. No substitutions are permitted without written approval of the TSLAC's Purchasing Department.
 - c. If delay is foreseen, Vendor shall give written notice to the TSLAC. Vendor must keep the TSLAC advised at all times of status of order or completion of services. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TSLAC to purchase supplies or services elsewhere and charge full increase, if any, in cost and handling to defaulting Vendor.
15. **Permits, Licenses.** Vendor represents and warrants that it has obtained all necessary permits, licenses, easements, waivers, and permissions of whatsoever kind required for its performance and the performance of its subcontractors under this Contract.
16. **Contract Fulfillment.** If federal or state laws or regulations or other federal or state requirements are amended and judicially interpreted so that either party cannot reasonably fulfill this contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the contract, the parties shall be discharged from any further obligations under this contract.
17. **Control; Ownership; Legal Proceedings.** Vendor shall immediately notify TSLAC in writing of any actual or anticipated change in the control or ownership of Vendor and of any legal or administrative investigations or proceedings initiated against Vendor regardless of the jurisdiction from which such proceedings originate.
18. **Time Limits.** Time is of the essence in the performance of this Contract. Vendor shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this Contract.
19. **Inspection and Tests.** All goods will be subject to inspection and test by the State. Authorized TSLAC personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the Response or on samples taken from regular shipments. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of award.
20. **Payment.** Payment shall be made in accordance with Texas Prompt Payment Act, as specified in the Texas Government Code § 2251. TSLAC shall not pay any amounts for any purpose to Vendor or any entity, except as expressly provided in the Contract. TSLAC reserves the right to make payments only upon receipt of a correct invoice, including all of the required supporting documentation. TSLAC also reserves the right to refuse payments for invoices that exceed the rates specified in the Contract.
21. **Dispute Resolution.** Unless an applicable state statute or applicable federal law establishes another procedure for the resolution of disputes, the dispute resolution process provided for in the Texas Government Code § 2260, shall be used, as further described herein, by TSLAC and the Vendor to attempt to resolve all disputes arising under this contract. Vendor claims for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in the Texas Government Code § 2260, Subchapter B, of the. To initiate the process, Vendor shall submit written notice, as required by subchapter B, to the Chief Financial Officer or the designate. Said notice shall specifically state that the provisions of the Texas Government Code § 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Vendor and the TSLAC otherwise entitled to notice under the parties' contract. Compliance by Vendor with Subchapter B is a condition precedent to the filing of a contested case proceeding under the Texas Government Code § 2260, Subchapter C. The contested case process provided in the Texas Government Code § 2260, Subchapter C, is Vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TSLAC if the parties are unable to resolve their disputes under this Section. Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by TSLAC nor any other conduct of any representative of TSLAC relating to this contract shall be considered a waiver of sovereign immunity to suit. The submission, processing and resolution of Vendor's claim is governed by the published rules adopted by the Office of the Attorney General pursuant to the Texas Government Code § 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found in the Texas Administrative Code. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Vendor, in whole or in part.
22. **Gifts.** The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response or contract.
23. **Compensation.** Pursuant to Texas Government Code § 2155.004, the Vendor has not received compensation for participation in the preparation of the specifications for this Solicitation or Contract.

Texas State Library and Archives Commission
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24. **Certification Regarding Non-Payment of Child Support.** Pursuant to Family Code § 231.006 (d), re: child support, the Vendor certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to § 231.006 must include names and social security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award.
25. **Eligibility.** Under Texas Government Code, § 2155.004 of the vendor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. Vendor represents and warrants that it is not delinquent in the payment of any franchise taxes owed the State.
26. **Liability for Taxes.** Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, state, or local income, sales or excise taxes of Vendor or its employees. TSLAC shall not be liable for any such taxes resulting from this Contract.
27. **HUBs.** Vendor represents and warrants that it shall comply with the Historically Underutilized Business requirements of this Contract.
28. **Indemnification.** Vendor shall defend, indemnify, and hold harmless the State of Texas and Customers, ITS OFFICERS, AND EMPLOYEES, AND VENDORS, FROM ANY AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF VENDOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. VENDOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUEST BY TEXAS STATE LIBRARY AND ARCHIVES COMMISSION (TSLAC).
- THIS PARAGRAPH IS NOTE INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE VENDOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TSLAC FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TSLAC OR ITS EMPLOYEES. arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
29. **Debt.** Vendor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas. Vendor shall comply with rules adopted by TSLAC under the Texas Government Code § 403.055, § 403.0551, § 2252.903 and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State.
30. **Executive Head of a State Agency.** Pursuant to Texas Government Code § 669.003, the TSLAC may not enter into a contract with a person who employs a current or former Executive Head of a state agency until four years have passed since that person was the executive head of the state agency. By submitting a Solicitation Response, the Respondent certifies that it does not employ any person who was the Executive Head of a state agency in the past four years.
31. **State Auditor's Clause.** Vendor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards.
32. **Infringements.**
- a) Vendor shall indemnify and hold harmless TSLAC and the State of Texas, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, trade and service marks, copyrights, trade secrets or other proprietary rights, and any other intellectual or intangible property rights in connection with the PERFORMANCE OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEY'S FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.
- b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to TSLAC's specific instructions, (iv) any intellectual property right owned by or licensed to TSLAC, or (v) any use of the product or service by TSLAC that is not in conformity with the terms of any applicable license agreement.

Texas State Library and Archives Commission
Terms & Conditions

c) If Vendor becomes aware of an actual or potential claim, or TSLAC provides the Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against TSLAC, shall) at Vendor's sole option and expense; (i) procure for the Vendor the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that TSLAC's use is non-infringing.

- 33. Patents and Copyrights.** Vendor shall defend and indemnify TSLAC and the State of Texas against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from TSLAC's or Vendor's use of or acquisition of any services or other items provided to TSLAC by Vendor or otherwise to which TSLAC has access as a result of Vendor's performance under this Contract, provided that TSLAC notify Vendor of any such claim within a five (5) working days time of TSLAC's receiving notice of any such claim. If Vendor is notified of any claim subject to this Section, Vendor shall notify TSLAC of such claim within five (5) working days of such notice. If TSLAC determines that a conflict exists between its interests and those of Vendor or if TSLAC is required by applicable law to select separate counsel, TSLAC shall be permitted to select separate counsel, and the actual costs TSLAC's counsel shall be paid by Vendor. No settlement of any such claim shall be made by Vendor without TSLAC's prior written approval. Vendor shall reimburse TSLAC and the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs arising from any such claim. Vendor represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and claims.
- 34. Vendor Assignments.** Vendor hereby assigns an ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A Section 1, et seq (1973), and the antitrust laws of the State of Texas, Texas Business & Commerce. Code § 15.01, et seq (1967).
- 35. Default.** If the Vendor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any of the terms and conditions of the Contract, the TSLAC may, upon written notice of default to the Vendor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the Contract.

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

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

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

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

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

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

43. **Acceptance of Products and Services.** All products furnished and all services performed under this agreement shall be to the satisfaction of TSLAC and in accordance with the specifications, terms, and conditions of this contract. TSLAC reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.
44. **Deceptive Trade Practices Act (DTPA).** Vendor represents and warrants that it has not been the subject of a Deceptive Trade Practices Act or any unfair business practice administrative hearing or court suit, and that Vendor has not been found to be guilty of such practices in such proceedings. Vendor certifies that it has no officers who have served as officers of other entities who have been the subject of a Deceptive Trade Practices Act or any unfair business administrative hearing or court suit, and that such officers have not been found to be guilty of such practices in such proceedings.
45. **Immigration.** Vendor represents and warrants that it will comply with the requirements of the Immigration Reform and Control Act of 1986, the Immigration Act of 1990 ("Immigration Act"), and the Illegal Reform and Immigrant Responsibility Act of 1996 ("IRIRA") regarding employment verification and retention of verification forms for any individuals hired who will perform any labor or services under this Contract. Vendor also represents and warrants that it shall comply with the requirements of the Immigration Act regarding creation of the lottery system for granting visas and IRIRA which created three (3) year, ten (10) year and permanent bars to entrance into the United States.
46. **Criminal Conviction Certification.** The Vendor represents and warrants that Vendor has not and Vendor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Vendor has fully advised TSLAC as to the facts and circumstances surrounding the conviction. Vendor has a continuing duty to amend, supplement or correct this representation and warranty not later than ten (10) days after discovering additional information relating to felony criminal convictions of Vendor or any of its employees. Vendor shall not allow any employee convicted of a felony criminal offense to perform tasks related to the contract without such disclosure and express permission from TSLAC.
47. **Subcontracting.** It is contemplated by the parties hereto that the Vendor shall conduct the performances provided by this contract substantially with its own resources and through the services of its own staff. In the event the Vendor should determine that it is necessary or expedient to subcontract for any of the performances specified herein, the Vendor shall subcontract for such performances only after the Vendor has transmitted to TSLAC a true copy of the subcontract the Vendor proposes to execute with a subcontractor and has obtained TSLAC's written approval for subcontracting the subject performance in advance of executing a subcontract. The Vendor, in subcontracting for any products or performances specified herein, expressly understands and acknowledges that in entering into such subcontracting(s), TSLAC is in no manner liable to any subcontractor(s) of the Vendor. In no event shall this provision relieve the Vendor of the responsibility for ensuring that the finished products and/or services rendered under all subcontracts are rendered so as to comply with all terms of this contract.
48. **Assignment.** The Vendor will not assign its rights under this contract or delegate the performance of its duties under this contract without prior written approval from TSLAC.
49. **Accessibility.** TSLAC is required to follow Texas Administrative Code, Title 1, Part 10, Chapter 206, Accessibility and Usability of State Web Sites, Texas Administrative Code, Title 1, Part 10, Chapter 213, and the Federal Section 508, Accessibility Standards.

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- 50. Ethics.** Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in the Texas Government Code § 2155.003 of. The Rule outlines the ethical standards required of public purchaser, employees, and vendors who interact with public purchasers in the conduct of state business. Specifically, a TSLAC employee may not have an interest in, or in any matter be connected with a Contract or Solicitation for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of TSLAC or purchasers of other state agencies.
- 51. Convictions in connection with Hurricane Katrina, Hurricane Rita, and subsequent disasters.** Per Senate Bill 608, 80th Legislative Session, TSLAC will not accept Responses, nor award contracts to persons convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Katrina, Hurricane Rita, and subsequent disasters.
- 52. Equal Opportunity.** Vendor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age and disability in the performance of awards.
- 53. Drug Free Workplace.** The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.
- 54. Force Majeure.** Neither Vendor nor TSLAC shall be liable to the other for any delay in, or failure of performance, of any requirement included in any award resulting from a Solicitation caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
- 55. Termination.** Vendor shall have the right to terminate contracts awarded from this Contract upon a material breach of its terms by TSLAC, which are not cured within thirty (30) days of written notice. If Vendor:
- (a) terminates or suspends its business
 - (b) becomes subject to any bankruptcy or insolvency proceeding under any Federal or State statute or
 - (c) becomes or subject to direct control by a trustee, receiver, or similar authority,

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

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

- 56. Termination for Convenience.** TSLAC reserves the right, in its sole discretion, to terminate the Contract on thirty (30) days written notice to the Vendor. TSLAC also reserves the right, in its sole discretion, to terminate the Contract immediately, with written notice to the Vendor, if it is in the best interests of TSLAC or the State.
- 57. Termination Remedies.** Upon an Event of Default, TSLAC, without limiting any other rights or remedies it may have by law, equity, or under this Contract, will have the right to institute an action for actual damages and/or injunctive relief and/or to terminate the Contract immediately. TSLAC's termination of this Contract shall not limit or waive any remedies TSLAC may have for breach by Vendor of its past, present, or future duties and obligations created by this Contract or otherwise required by applicable law.
- All remedies available to TSLAC for breach or anticipatory breach of this Contract by Vendor are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. Liquidated damages, actual damages, cost projections, injunction relief and/or performance bonds may also be invoked either separately or combined with any other remedy in accordance with applicable law.
- 58. Survival of Terms.** Termination of this Contract for any reason shall not release the Vendor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.

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- 59. Supporting Documents; Right to Audit; Independent Audits.** Pursuant to Texas Government Code § 2262.154, Vendor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Vendor shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Vendor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the "Services" as defined in this Contract. Vendor and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Vendor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by TSLAC and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor. *[Updated on 08/10/2016]*
- 60. Limitation on Authority; No Other Obligations.** Vendor shall have no authority to act for or on behalf of TSLAC or the State of Texas except as expressly provided for in the Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or TSLAC.
- 61. Records Retention.** Vendor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including, but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Vendor shall maintain all such documents and other records relating to this Contract and the State's property seven (7) years after the expiration or termination of the Contract. *[Updated on 08/10/2016]*
- 62. Insurance & Other Security.** Vendor represents and warrants that it will, upon five (5) days of request, provide TSLAC with current written certificates of insurance or other proof acceptable to TSLAC of the following insurance coverage:
- a. Standard Workers Compensation Insurance as required by the Texas Workers' Compensation Act and Employers' Liability covering all personnel who will provide services under the Contract with the following limits:
 - \$500,000 policy
 - Each Accident limit: \$100,000 bodily injury;
 - \$100,000 bodily injury by disease;
 - Containing a waiver of subrogation as to the Texas State Library & Archives Commission;
 - b. Commercial General Liability Insurance, including Independent Contractor's Liability and blanket Contractual Liability Covering, but not limited to, the liability assumed under the indemnification provisions of this Contract; the CGL policy shall be written on an occurrence basis and include endorsement CG2503 Amendment of Aggregate Limits of Insurance (per project) or its equivalent. Occurrence based:
 - Each Occurrence limit: \$1,000,000
 - General Aggregate limit: \$1,000,000
 - Medical Expense each person: \$5,000
 - Personal Injury (including death) & Advertising Liability: \$500,000
 - Bodily injury and Property Damage: \$500,000
 - Products/Completed Operations Aggregate Limit: \$1,000,000
 - Damage to Premise Rented to You: \$50,000
 - c. Professional Liability Insurance: \$500,000 minimum each occurrence limit; \$1,000,000 minimum aggregate limit
 - d. Comprehensive Automobile Liability Insurance; covering owned, hired, and non-owned vehicles, as well as loading and unloading hazards with a minimum combined single limit for bodily injury (including death) and property damage: Each occurrence limit: \$500,000
 - e. Employers Liability: Each Accident - \$1,000,000
 - f. Disease – Each Employee: \$1,000,000
 - g. Disease – Policy Limit: \$1,000,000

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

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

63. Workers' Compensation Insurance Coverage.

a. Definitions:

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

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

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

- b. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, § 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- d. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- e. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- f. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- g. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - 1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4) obtain from each other person with whom it contracts, and provide to the contractor:
 - i. a certificate of coverage, prior to the other person beginning work on the project; and
 - ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- j. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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- k. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.
- l. **VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. TSLAC AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.**

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

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

This Contract may be amended only upon written agreement between TSLAC and Vendor; however, this Contract may not be amended so as to make it conflict with the laws of the State. TSLAC may issue Purchase Order Change Notices for ordering and tracking purposes consistent with this Contract provided such Purchase Order Change Notices reference the Contract.

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- 69. No Liability Upon Termination.** If this Contract is terminated for any reason, TSLAC and the State of Texas shall not be liable to Vendor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Vendor may be entitled to the remedies provided in Texas Government Code, § 2260. Vendor or Vendor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing services under any Contract resulting from this Solicitation. Vendor or Vendor's employees, representatives, agents and any subcontractors shall not be employees of TSLAC. Should Vendor subcontract any of the services required in this Solicitation, Vendor expressly understands and acknowledges that in entering into such subcontract(s), TSLAC is in no manner liable to any subcontractor(s) of Vendor. In no event shall this provision relieve Vendor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Solicitation.
- 70. Independent Vendor.** Vendor or Vendor's employees, representatives, agents, and any subcontractors shall serve as an independent Contractor in providing services under any Purchase Order. Vendor or Vendor's employees, representatives, agents and any subcontractors shall not be employees of the TSLAC. Should Vendor subcontract any of the services required, Vendor expressly understands and acknowledges that in entering into such subcontract(s), the TSLAC is in no manner liable to any subcontractor(s) of Vendor. In no event shall this provision relieve the Vendor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with the specifications.
- 71. Buy Texas.** Vendor represents and warrants that it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.
- 72. Texas Bidder.** Vendor represents and warrants that if a Texas address is shown as the address of Vendor, then Vendor qualifies as a Resident Bidder as defined by Texas Government Code § 2155.444 of the. This term is not applicable when Federal funds are used.
- 73. Environmental Protection.** The Vendor shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).
- 74. Recovered Materials.** Contractors must comply with Section 6002 of the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items that contain the highest percentage of recovered materials practicable, as designated in the guidelines of the Environmental Protection Agency (EPA) at 40 Code of Federal Regulations (CFR) Part 247.
- 75. TSLAC Anti-Fraud Policy.** Vendor represents and warrants that it has read and understood and shall comply with the Comptroller of Public Account's Anti-Fraud Policy located on the Comptroller's website at <http://www.window.texas.gov/ssv/ethics.html>, as such Policy currently reads.
- 76. Electronic and Information Resources Accessibility Standards.** As Required by 1 Texas Administrative Code Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)
- 1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Texas Administrative Code Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
 - 2) Vendor shall provide TSLAC with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide TSLAC with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.
- 77. Provision for Direct Deposit.** The electronic funds transfer ("EFT") provisions of Texas law were codified in the Texas Government Code § 403.016. Depending on eligibility under the law, certain payments from the State may be directly deposited into Vendor's bank account or may be made by warrant. If Vendor is eligible for direct deposit and wishes to be paid by direct deposit, Vendor must complete the form title "Vendor Direct Deposit Authorization" and return it as soon as possible to: Texas State Library & Archives Commission, Attention: Accounting, PO Box 12516 Austin, Texas 78711.
- 78. Disclosure of Security Breach.** Vendor shall provide notice to the Purchasing Department at (512) 463-3037 or purchasing@tsl.texas.gov within twenty-four (24) hours of Vendor's discovery or reasonable belief that there has been unauthorized use, exposure, access, disclosure, compromise, modification, or loss of sensitive or confidential TSLAC information ("Security Incident"). Within twenty-four (24) hours of the notification of a Security Incident, Vendor shall provide a written report to TSLAC's Purchasing Department detailing the circumstances of the incident, which includes at a minimum:
- a) A description of the nature of the Security Incident;
 - b) The type of TSLAC information involved;
 - c) Who may have obtained TSLAC information;
 - d) What steps Vendor has taken or will take to investigate the Security Incident;
 - e) What steps Vendor has taken or will take to mitigate any negative effect of the Security Incident; and
 - f) A point of contact for additional information.

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

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

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

79. Information Security Requirements.

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

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

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

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

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

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

- c) Access to Internal TSLAC Network and Systems. As a condition of gaining remote access to any internal TSLAC network and systems, Vendor must comply with TSLAC's policies and procedures. TSLAC's remote access request procedures will require Vendor to submit a Remote Access Request form for TSLAC's review and approval. Remote access technologies provided by Vendor must be approved by TSLAC's Information Security Officer. Individuals shall not access internal TSLAC network and systems from outside the United States. Individuals who are provided with access to TSLAC network or systems will be required to participate in TSLAC's Security Awareness Training on an annual basis. The State and TSLAC's Fiscal Year begins on September 1 and ends on August 31. Vendor shall maintain records of all individuals who have completed TSLAC-required training for the duration of the individual's employment with Vendor, plus five years. Upon TSLAC's written request, Vendor shall provide copies of the certificates of completion for TSLAC's Security Awareness Training. On November 1st of each year, Vendor shall submit a list to TSLAC which identifies all individuals who have current access to TSLAC network or systems as well as the most recent training completion date for each individual. TSLAC, in its sole discretion, may deny network or system access to any individual that does not complete TSLAC-required training within thirty (30) calendar days following the date of TSLAC's grant of access under this Contract.
- d) TSLAC reserves the right to audit the security measures in effect on Vendor's connected systems without prior warning. Vendor must secure its own connected systems in a manner consistent with an auditable information security framework. TSLAC's audit can consist of a review of third party audit results of Vendor's security measures (e.g., SSAE-16 Type II, ISO 27002 assessment). TSLAC also reserves the right to immediately terminate network and system connections not meeting such requirements.
- e) TSLAC data shall not be accessed from, stored at or transported to locations outside of the United States.
- f) Where applicable, encryption shall conform to or exceed Federal Information Processing Standard (FIPS) 140-2:

Texas State Library and Archives Commission Terms & Conditions

- 1) Backup media containing TSLAC data shall be encrypted at all times.
 - 2) Transmission of TSLAC data across public networks shall be protected by encryption methods such as Virtual Private Network (“VPN”), Secure Shell File Transfer Protocol (“SFTPS”), or File Transfer Protocol over SSL/TLS (“FTPS”).
- g. If Vendor is a software manufacturer, then Vendor represents and warrants that it has implemented processes for the protection, detection, remediation, mitigation and timely customer notification of software vulnerabilities associated with its software provided under this agreement.
- 80. Transition.** Upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new agreement and provider. In accordance with this Contract, Vendor shall deliver to TSLAC all completed, or partially completed work and any and all documentation or other products and results of these services.
- 81. E-Verify.** By entering into a Contract, the Vendor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security’s E-Verify system to determine the eligibility of:
- a) All persons employed to perform duties within Texas, during the Term of the Contract; and
 - b) All persons (including subcontractors) assigned by the Vendor to perform work pursuant to the Contract, within the United States of America.

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

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

APPENDIX C
Texas State Library and Archives Commission
Library Services and Technology (LSTA) - Terms & 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: <http://www.window.state.tx.us/procurement/catrad/ugms.pdf>
- B. The Vendor will comply with Grant Reform 2 CFR Parts §200 and §3187.
- C. Vendor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, religion or national origin;
 - (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990;
 - (d) The Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
 - (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 - (i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and
 - (j) The requirements of any other nondiscrimination statute(s) which may apply to the application.
- D. The Vendor, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Vendor and its employees may not
- 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
- E. The Vendor certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Vendor shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Vendor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all Vendors shall certify and disclose accordingly, as specified in Title 31 U.S. Code, Sec. 1352.
- F. Vendor's authorized representative certifies to the best of his or her knowledge and belief that neither Vendor nor any of its principals:
- (a) Are presently excluded or disqualified;
 - (b) Have been convicted within the preceding three years of any of the offenses listed in 2 CFR Part § 180.800 (a) or have a civil judgment rendered against it or them for one of those offenses within that time period;
 - (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR Part § 180.800 (a); or
 - (d) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Vendor is unable to certify to any of the statements in this certification, the Vendor shall attach an explanation to these Terms and Conditions.
- G. Vendor understands that acceptance of funds under this contract acts as acceptance of the authority of the Texas State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by Sub-Contractors through Vendor, and the requirement to cooperate, is included in any sub-grant awarded.
- H. The Vendor agrees to main all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three year after the last State Program Report for the Texas LSTA 5-Year Plan 2013-2017, is submitted on December 31, 2018. The Contractor will maintain their records through December 31, 2021.

Texas State Library and Archives Commission
Terms & Conditions

- I. The Vendor agrees to develop or revise, as necessary, any specific written documentation of its current procedures for
 - (1) collecting and reporting performance measures;
 - (2) conducting a fixed asset inventory; and or,
 - (3) any other issues identified in Vendor's internal audit report or grant activities.

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

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

II. ENFORCEMENT

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

**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 Payment Section of this Contract. If you prefer to submit your invoice electronically, **use the following email address:** invoices.accounting@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 Contract Number must be on the invoice and packing slips. Invoices submitted without the Tracking 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 Contract and be in the order listed on this purchase order. Item numbers must be shown to correspond with the item numbers on the Contract.
8. Quantity delivered, unit and total price of each item or service must be shown, and all prices extended on the invoice.
9. All extensions on the invoice must be totaled, and the grand total shown.
10. Discount, if applicable, must be stated, and deducted to arrive at a Net total for the invoice.
11. Final delivery date of merchandise or period of service must be shown on the invoice.

DIRECT DEPOSIT

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

SALES AND USE TAX

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

FRANCHISE TAX CERTIFICATION

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

PAYMENT

Payment shall be made in accordance with Texas Prompt Payment Act, 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>



Subscription Management Services

Invitation for Bid # 306-17-8012

May 27, 2016



Subscription Management Services

Invitation for Bid # 306-17-8012

May 27, 2016

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Texas State Library and Archives Commission Solicitation Coversheet - ESD Package 1



Issue Date: May 27, 2016 IFB #: 306-17-8012 Opening Date: 6/10/2016 @ 10:00AM

Billing Information	Delivery Address	Submittal Information
Accounting Department Texas State Library & Archives Commission PO Box 12516 Austin, Texas 78711 Phone: (512) 463-5471 Email invoice to: AP@tsl.texas.gov	Texas State Library & Archives Commission 1201 Brazos Street, Loading Dock Austin, Texas 78701	This page must be signed and submitted with the proposal packet by the date and time listed in Section 3.1. Coversheets not signed or submitted after time and date listed in Section 3.1 will be disqualified.
Agency Contact	Physical Address	Delivery Notice
Pam Rodriguez Phone: (512) 463-3037 Email: purchasing@tsl.texas.gov	1201 Brazos Street Room #309 Austin, Texas 78701	Please refer to Section 3.10 of the solicitation for instructions on how the bids should be delivered.

Vendor Information	
Vendor Name: <u>WT Cox Information Services Inc.</u>	Phone Number: <u>+1 (800) 571-9554</u>
Address: <u>20 Village Road</u>	Fax Number: <u>+1 (877) 755-6274</u>
City, State, Zip: <u>Shallotte, NC 28470</u>	DUNS #: <u>[REDACTED]</u>
Email: <u>dknox@wtcox.com OR info@wtcox.com</u>	SAM.gov Expiration Date: <u>11/1/2016</u>
Vendor ID #: <u>[REDACTED]</u>	HUB Status, if applicable: <u>N/A</u>
Federal EIN: <u>[REDACTED]</u>	DIR Contract #, if applicable: _____
<p>The Vendor ID Number is the Payee Identification Number assigned and used by the Texas Comptroller of Public Accounts to process payment for goods/ services. Enter this number in the field above. If this number is not known, please visit http://www.comptroller.texas.gov/taxinfo/taxforms/</p> <p>Also, please enter your Federal Employers Identification number in the field above. In an effort to minimize identity theft, every company MUST have an Employer Identification Number (EIN) prior to award of a contract. For information on obtaining your EIN, you may call the IRS at (800) 829-4933 or visit http://www.irs.gov/Businesses</p>	

Preferences	
<p>In case of tie bids, one or more preferences described in <u>Texas Government Code § 2155, Subchapter H</u> and listed below will be used to make an award. Tie bids which cannot be resolved by application of one or more preferences shall be made by drawing lots. Please refer to the Texas Procurement Manual, 2.27 for more information on preferences.</p>	
<input type="checkbox"/> Supplies, materials, or equipment produced in Texas/offered by Texas bidder* <input type="checkbox"/> Agricultural products produced or grown in Texas <input type="checkbox"/> Agricultural products & services offered by Texas bidders* <input type="checkbox"/> Products produced at facilities located on formerly contaminated property <input type="checkbox"/> Products & services from economically depressed or blighted areas <input type="checkbox"/> Products made of recycled, remanufactured or environmentally sensitive materials, including recycled steel <input type="checkbox"/> Texas Business that is owned by a service-disabled veteran* <input type="checkbox"/> The commission and all state agencies making purchase of vegetation for landscaping purposes, including plants, shall give preference to Texas vegetation native to the region if the cost to the state is not greater and the quality is not inferior.	<input checked="" type="checkbox"/> USA produced supplies, materials, or equipment <input type="checkbox"/> Products of person with mental or physical disabilities <input type="checkbox"/> Energy Efficient Products <input type="checkbox"/> Rubberized asphalt paving material <input type="checkbox"/> Recycled motor oil & lubricants <input type="checkbox"/> Vendors that meet or exceed air quality standards <input type="checkbox"/> Recycled or Reused Computer Equipment or Other Manufacturers <input type="checkbox"/> Foods of Higher Nutritional Value
<p>*If a Texas address is shown as the address of the bidder, bidder will be considered a Texas Resident Bidder as defined in TAC Rule §20.38, unless bidder states otherwise.</p>	

Type Name: Debra M. Knox

Quote FOB Destination, freight prepaid & allowed unless otherwise stated within the specifications.

Signature & Date: Debra M. Knox 6/9/16

Delivery in 30-45 days, Cash discount 0% days

Late and/or unsigned bids will be disqualified.
Person signing must have the authority to bind the company in a contract.

Cash discounts are not considered in determining award. Cash discounts offered will be taken if earned.



Texas State Library and Archives Commission Solicitation Coversheet - ESD Package 1



IFB #: 306-17-8012

Award Notice: The State reserves the right to make an award on the basis of low line item bid, low total of line items or in any other combination that will service the best interest of the State and to reject any & all bid items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. Any contract may also be extended up to three (3) months at the sole discretion of the State.

Bid prices are requested to be firm for TSLAC acceptance for 90 days from bid opening date.

	Item No.	Class & Item	Item Description	Make & Model	Unit	Qty	Unit Price	Total Amount
+			See attached pricing document which includes base year and four option years					
-								
+			GRAND TOTAL REFLECTS ALL YEARS					
-								
							Grand Total	\$0.00

Pricing includes base plus 4 \$25,893.50

Pricing is included as part of Appendix C beginning on Page 43.



Section 1 General Information

Contact:
Debra M. Knox
Director of Contract Administration
Small Business
201 Village Road
Shallotte, NC 28470
800-571-9554, Ext. 215
dknox@wtcox.com

Section 1 General Information

1.1 Introduction

The Texas State Library and Archives Commission (TSLAC) is seeking bids from qualified Vendors to provide a subscription management service for multiple types of print and electronic publications, including but not limited to: magazines, newsletters, newspapers, and professional journals. Services will include managing subscriptions collections, order and claim maintenance, access to current subscriptions within the subscription management system, customer service and support, and reports. The proposed services are to provide TSLAC with a service that will allow access and management of the agency's current subscription list.

TSLAC currently subscribes to approximately fifty (50) different publications for multiple departments within the agency. The goal is to procure a single service to manage all or most of our publications through one service and to avoid a lapse in service for each individual subscription.

1.2 Scope

The Texas State Library and Archives Commission (TSLAC) is seeking bids from qualified vendors that provide Subscription Management Services for publications. These services must include the following:

- a. an online subscription management system that maintains a record of TSLAC's periodical collection,
- b. the functionality for the Awarded Vendor to act as agent on behalf of TSLAC with each individual publisher to ensure prompt processing of publications and renewals,
- c. the functionality for the Awarded Vendor to handle all publisher-related tasks,
- d. the functionality for the Awarded Vendor to ensure a seamless conversion from any other subscription agency,
- e. the functionality for the Awarded Vendor to provide annual renewal service, and
- f. the functionality to allow TSLAC's administrators to have access to the subscription management system for online order processing, title searching by category, claim submission and to generate reports.

1.3 Contract Term

The services awarded under this IFB will be provided for one year, beginning September 1, 2016 through August 31, 2017; an awarded contract may be renewed for up to four (4) one-year renewal options upon the mutual agreement of the parties. Any subsequent renewals to be provided in writing prior to the expiration date of the initial term or any subsequent renewal terms. Interested vendors must include in a Bid the annual renewal costs for up to four renewals, specifying the maximum increases that would be imposed each additional year of service.

1.4 Payment

TSLAC shall pay for services received from appropriated items or accounts from which like expenditures would normally be paid. In order to receive payment, all deliverables must be received by TSLAC. TSLAC will process payment according to the State of Texas Prompt Payment Act. Payment of invoices is required within 30 days, and any payments later than 30 days will start to accrue interest. 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.



Section 2 Service Requirements

Contact:
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800-571-9554, Ext. 215
dknox@wtcox.com



Section 2.1

Minimum Service Requirements

Contact:
Debra M. Knox
Director of Contract Administration
Small Business
201 Village Road
Shallotte, NC 28470
800-571-9554, Ext. 215
dknox@wtcox.com

MINIMUM SERVICE REQUIREMENTS

WT Cox Information Services shall meet and exceed minimum service requirements.

WT Cox Information Services is a full service subscription agency. WT Cox Information Services will service periodical, serials, publishers' series, and continuing titles (continuations), both domestic and foreign. We offer a full range of print, fax delivery, print plus online and online only titles specified by the Request for Quote. Basic service will include the acquisition and delivery of all new orders, renewals, late renewals, back issues, transfer renewals, added copy subscriptions, special orders, memberships and associated publications. Publications shall include, but not be limited to journals, periodicals, newspapers, annuals, yearbooks, government publications, microforms, monographic series, society proceedings and Congresses. WT Cox Information Services provides, as part of basic service, a web-based customer interface, acquisition of periodicals, both print and electronic, prepayment to publishers to guarantee delivery, invoicing, and management reports as well claiming and final problem resolution for all acquisitions and deliveries.

WT Cox Information Services offers libraries the full range of subscription services. Our services include a complete series of management reports, automated subscription services and online ordering, searching and claiming capabilities via the Worldwide Web. No additional hardware is required. WT Cox Information Services provides all services related to serial collection supply and management. We pride ourselves on our excellent customer service.

Our internal systems are open architecturally and can accommodate multiple shipping addresses and departmental indications under one billing address. All documents such as renewals, invoices and management reports can be delivered for each individual location as required, in both print and electronic format. Personnel have access to all serials management documents via the internet.

WT Cox Information Services has never had a contract cancelled due to lack of performance or default.

SUMMARY OF BASIC SERVICE

- Up to date and accurate information on more than 300,000 titles, current, domestic and foreign in all media available
- Established long term relationships with more than 10,000 publishers worldwide.
- Flexible invoicing based on your specific collection and requirements
- Renewals and invoices in both print and electronic format. Also available in ILS interface
- Transition and Account Management Team
- One point of contact customer service representative for day to day interactions
- Electronic Access Assistance
- CoxNet – our exclusive, easy to use customer interface
- Up to the minute online details about your collection, including bibliographic changes, online access details and order details
- MARC records provided for retrospective conversion by library staff
- Online tools that allow you to analyze your serials collections, expenditures, management information and subject coverage
- Customized reports that contain the data points you specify

Your WT Cox Information Services representative will act as your one point of contact liaison with publishers on behalf of your library. Your representative will provide accurate and timely responses to you. Customer service representatives work directly with publisher to resolve start up, claim and problems as they occur. A Senior Customer Service Team Leader shall be assigned to your account. Each Customer Service Team Leader is supported by a clerical staff working in the background.

WT Cox Information Services provides a web-based customer interface that includes modules for ordering, claims and retrieval of reports and financial documents. This system is detailed in Section 2.2 Qualifications.

The minimum requirement checklist is included as Appendix B.



Section 2.2

Bidder Qualifications

Contact:
Debra M. Knox
Director of Contract Administration
Small Business
201 Village Road
Shallotte, NC 28470
800-571-9554, Ext. 215
dknox@wtcox.com

QUALIFICATIONS

COMPANY PROFILE

Cox Subscriptions, Inc. doing business as WT Cox Information Services is headquartered in coastal North Carolina, and is geographically centered between Wilmington, North Carolina and Myrtle Beach, South Carolina. WT Cox Information Services is fully staffed and provides all personnel, facilities, equipment, supplies, software and appropriate interfaces for the placement and ongoing management of new and renewal subscriptions, both foreign and domestic.

WT Cox Information Services was established in 1974 and formally incorporated in 1982. WT Cox Information Services is privately held and has been under the same ownership offering collection management services since the beginning of company establishment. WT Cox Information Services has no parent company or outside investment firms. WT Cox Information Services is a small business with fifty-nine full time employees and seasonal temporary staff during heavy workload periods. We remain under the same original ownership of Mr. Willard T. Cox, his successors and his staff of professionals with carefully controlled business development. WT Cox Information Services employs a well-experienced and refined group of professionals with a diverse background in business information technology and the library industry.

WT Cox Information Services is well known for the level of service commitment to our libraries. Large projects include service to entire library systems comprised oftentimes of hundreds of separate entities. These include academic campuses, corporate offices, public library systems and government agencies worldwide, including Department of Defense contracts from all military branches. WT Cox Information Services is responsible for the transition of current collections with major publishers based on the high standards invoked by the Audit Bureau of Circulation, which governs practices and procedures of legitimate subscription agencies. WT Cox Information Services is a full service subscription agency with membership to American Library Association, Special Library Association and Public Library Association as well as the Association of Subscription Agents, a worldwide membership group. We adhere strictly to ASA standards of excellence for subscription agents. Proof of memberships will be provided on award.

With a deep heritage of serials experience from our leadership, WT Cox Subscription is well placed as a full service subscription agency. Currently serving nearly 20,000 libraries worldwide, we take great pride in the reputation we have built as being a high-end service provider. When it comes to quick, efficient, accurate and reliable resolve, libraries have looked to our dependable service for years.

We are fully staffed with a team of professionals available to work in close conjunction with you and your library staff to coordinate package deals with publishers as necessary, assist in electronic accessing issues and manage serials collections from beginning to end. WT Cox Subscription employs senior management personnel with extensive expertise in this area from both responsibilities at WT Cox Information Services and prior experience with large agencies.

WT Cox Information Services is a financially sound corporation with a strong management team and competent employees. With a successful history in the subscription marketplace of nearly forty years, we have a solid record of providing excellent service and pricing options. WT Cox Information Services offers an unheard level of service and flexibility to assist in transition of service and will tailor our systems to meet your needs.

OUR PROMISE TO YOU

We promise to exhaust all administrative remedies in the pursuit of service to you. WT Cox Information Services prides itself on the high level of customer service we provide to our customers. Our goal is to achieve 100% satisfaction. While serials tend to be a problematic arena, our staff is totally committed to quality of services and on-time delivery. We understand the importance of libraries ability to provide service to their patrons and work in the background to help you serve your clients. We will become your extra clerical support for issues of collection management. WT Cox Information Services provides the most cost efficient process in the industry and will help you to streamline delivery of library product and drive down the cost of doing business. WT Cox Information Services provides transition services by knowledgeable industry professionals. Finally, education and training will be the key to successful interaction between your vendor and your staff. We are committed to being the vendor you come to trust and rely on in your library.

Below is a complete description of our online management system. Screenshots of different functionality is provided as part of this Response.

COXNET....OUR SERIALS MANAGEMENT SYSTEM

WT Cox Information Services provides, as part of your basic service, our exclusive interactive web-based system. CoxNet is a "real time" system that allows customers to review their most current account information. Database access is available 24 hours a day, 7 days a week.

Our system gives all customers the ability to administer and manage their account via the Internet. This innovative program allows customers to order (with administrative approval capabilities), file claims, review and alter renewals and retrieve various details of their accounts.

This "real time" system allows the user to see up to the minute information on orders, renewals, invoices, titles, claims, changes and a variety of reports. Systems are updated continuously in real time.

All modules of CoxNet are interactive and web based. The online system includes the following modules:

Subscription Module that includes A-Z title listing, media type and package information, order, bibliographic and account details, publisher policies, claim/change/edit link on main screen, keyword search, title and title access links.

Claim Details Module includes claim details, message forum and resolve/resubmit functions.

Orders Module includes details on order groups, capability to download order list into CSV or excel format, order, bibliographic and account details

Renewals Module allows online renewal function, 24/7 access and downloadable list to PDF or excel. Includes a feature that calculates costs as you move through renewal process to assist with budgetary concerns

Reports Module includes one stop location for reports, multi-file options, customized reports are also available. 24/7 access

Title Module includes online access to catalog, search by feature, media types, language search, bibliographic information and is available in real time. Online catalog includes all titles available.

Title Notification includes up to date key title changes which relate specifically to your order including price increase notifications set to your specific percentage ceiling.

Online Subscriptions includes titles with an online component in your collection. Individual title detail pages allow you to track the progress for license, registration, activation and confirmation of access. Note fields are available as you track progress.

Check in Module includes capability to check in subscriptions, add titles that are not ordered through WT Cox Information Services and also acts as another claim portal.

Our featured enhancements to our proprietary system include:

Notifications has been designed to keep you up to date with key title changes which relate specifically to your orders. This feature has been designed to allow you to view all changes or specify the start date range for the orders you wish to review.

The results will be viewable as a web page rather than a series of reports that will be out of date as soon as they are produced.

Types of changes that will be reported are:

- Delays
- Frequency
- ISSN
- Issues
- Media Type
- Name
- New Title
- Publication Resumed
- Publisher

You will be able to view the previous value and the new value of any change as well as the effective date/volume that this change took place.

You will be able to search for any of the types of changes above or return all changes and then use the sort arrow on the search results page to sequence a particular column.

All results can be exported to excel. No need to store multiple reports of notifications or emails advising of individual changes. In summary, it is your view of your changes when you want it

A customer filter enhancement enables multi-customer organizations to more easily management subscription activity by specific locations within the organization.

RSS Feeds For Notifications

A new feature added to CoxNet allows a user to receive their Notifications via an RSS Feed. The Notifications will still be sent to CoxNet even if you select the RSS feed option.

Selecting the link will allow you to specify the method you wish to subscribe to this feed. (This will vary with your browser of choice). Most browsers do allow you to send the feed to your email account/client.

Online Subscriptions allows you to view any title that has an online component. This will show all online titles and by selecting an individual title, a detail page will be displayed to allow you to track the progress for registration and activation of that title.

There are three steps that you can record your progress in setting up access:

- 1)License
- 2)Registration
- 3)Confirmation of Access

Notes can be entered for each of these steps. An excel option is available to export the summary of the status for each title.

Additional enhancements include:

- Customized view of subscriptions
- Direct access to Library of Congress records
- Ability to search by Dewey Decimal Classification (DDC)
- Ability to search by LC subject classification codes
- Ability to search/filter subscriptions by Invoice Number in Subscriptions Tab
- Simplified License Detail View
- Volume/Issue information available in subscription detail screen

Each of these enhancements has been added as a part of continuing development based on customer feedback. Enhancements are ongoing at all times.

CoxNet also provides a user management module or "administrator" console to control user access. In general, an organizational account will be set up with administrative capabilities. All subaccounts will be viewable via one "Master" account and also viewable as individual subaccounts. Subaccounts and any special packages necessary are assigned a unique identifying number and may be further identified by ship to addresses, billing addresses, funding codes and a variety of other parameters. Subaccounts will be identified to your specifications. Administrative capabilities can be provided or restricted as dictated by your library's approval processes. Librarians can be given the capability to renew, order and claim (or any combination) or can be restricted from doing so. All orders from the Library will fall under the administrative account. One master administrator should be identified. Subaccounts can be separated by ship-to, HEGIS, cost codes or internal reference codes. Reports can be generated by any common denominator.

Database records available include title, publisher, ISSN, available formats and also includes a separate title information database which is searchable in a variety of formats. Within the title database, memberships, membership titles and packages are clearly identified. The internal title information within your collection can be customized with publisher ID numbers, account numbers, invoicing information and any number of information the Library deems necessary.

Online titles include registration and access information. Additionally, a customized online access report is available to Library as part of basic service.

CoxNet records are updated daily in real time. Enhancements to the system are incorporated automatically as they occur.

Selected screenshots of the online system follow and are not exhaustive. We encourage you to explore our demo site. Access credentials are provided in response to Section 2.3. Please contact us for any questions about our online system or request a sales representative demonstration.



SCREEN SHOTS



- Subscriptions
- Title Notifications
- Claims
- Orders
- Quotes
- Renewals
- Invoices/Credits
- Reports
- Title
- Check In
- Featured Titles

Help

Active Claims ▾

Search

Results Per Page 20 ▾
Contact Customer Service

Export

all a b c d e f g h i j k l m n o p q r s t u v w x y z

Title	Volume	Issue	Reason	Entered	Ship To	Status	Resolve Claim	Notes
About Time (Print Edition)			Service Not Started (Please provide last issue received)	11/13/12	WT Cox Demo Library Demo Library	reviewed	Resolve Claim	The publisher has had printing difficulties and just finished their first issue for 2012. She is going to email you a PDF until she can provide a hard copy. Thanks, Mary
About Time (Print Edition)		11/09/12	Missing items	11/09/12	WT Cox Demo Library Demo Library	reviewed	Resolve Claim	They only published one issue for 2012 which she is resending to you. Then the publication went digital. Thanks, Mary
America (National Catholic Weekly) (Print + Online)		12/10/12	Duplicates Received (Combine And Extend)	12/12/12	WT Cox Demo Library Demo Library	reviewed	Resolve Claim	The publisher has combined and extended. The new expiration date is Dec 2014. Thank you, pc
American Artist (Print Edition)		02/01/12	Duplicates Received (Combine And Extend)	12/19/11	WT Cox Demo Library Demo Library	reviewed	Resolve Claim	
American Artist (Print Edition)		05/28/11	Missing items	09/28/11	WT Cox Demo Library Demo Library	reviewed	Resolve Claim	

We just received one copy of the Mar/Apr 2013 issue. We

100%

7:29 PM
4/1/2013

CoxNet – Claims Tab



- Subscriptions
- Title Notifications
- Claims
- Orders
- Quotes
- Renewals
- Financial Documents
- Reports
- Title
- Check In
- Featured Titles
- New Titles

Help

Active Claims

Search

Results Per Page 20

Contact Customer Service

Export

all a b c d e f g h i j k l m n o p q r s t u v w x y z

Title	Media	Languages	Volume	Issue	Publication Date	Times Issue Claimed	Reason	Entered	Ship To	Status	Resolve Claim	Notes
About Time	Print	English			11/08/12	1	Missing Items	11/08/12	WT Cox Demo Library Demo Library	Reviewed	Resolve Claim	The publisher only published one issue for 2012 which she is resending to you. Then the publication went digital. Thanks, Mary
About Time	Print	English				1	Service Not Started	11/13/12	WT Cox Demo Library Demo Library	Reviewed	Resolve Claim	The publisher has had pricing difficulties and just finished their first issue for 2012. She is going to email you a PDF until she can provide a hard copy. Thanks, Mary
America (National Catholic Weekly)	Print - Online	English			12/10/12	1	Duplicates Received	12/12/12	WT Cox Demo Library Demo Library	Reviewed	Resolve Claim	The publisher has corrected and extended. The new expiration date is Dec 2014. Thank you, pc
American Family Physician (Limited Access)	Print - Online	English			05/03/13	1	Damaged Issue	05/03/13	WT Cox Demo Library Demo Library	Reviewed	Resolve Claim	The publisher is resending the May 1st issue. Thanks, Mary

CLAIM DETAIL

- Subscriptions
- Title Notifications
- Claims
- Orders
- Quotes
- Renewals
- Invoices/Credits
- Reports
- Title
- Check In
- Featured Titles

Return Re-Submit Claim

Title	Claim ID	Item ID	User	Received	Reason
About Time (Print Edition)	5850523	84389829		Tue, Nov 13 2012 at 03:23:43 PM EST	Service Not Started (Please provide last issue received)
Description					

Dialog

Post Message

Message: Tue, Nov 13 2012 at 03:27:16 PM EST

From: mbrasfield@wtcox.com

The publisher has had printing difficulties and just finished their first issue for 2012. She is going to email you a PDF until she can provide a hard copy. Thanks, Mary

Publisher Policies

CoxNet – Claim Detail



- Subscriptions
- Title Notifications
- Claims
- Orders
- Quotes
- Renewals
- Invoices/Credits
- Reports
- Title
- Check In
- Featured Titles

No Of Items: 194
 Amount: \$32,552.94
 Discount: 2.5%
 Purchase Order No:

Results Per Page 20
 [Customize View]
 Contact Customer Service

Return Export

Title	Media	Start	Expire	Ship To	Fund Code	Qty	Price	Total	Status
About Time (Print Edition)	Print	01/01/13	12/31/13	WT Cox Demo Library		1	\$ 15.60	\$15.60	fulfilled
Ad Astra (Print + Online)	Print + Online	01/01/13	12/31/13	WT Cox Demo Library		1	\$ 53.63	\$53.63	fulfilled
Adapted Physical Activity Quarterly (Print + Online)	Print + Online	01/01/13	12/31/13	WT Cox Demo Library		1	\$ 469.00	\$469.00	fulfilled
Afterimage: The Journal of Media and Cultural Criticism (Print Edition)	Print	01/01/13	12/31/13	WT Cox Demo Library		1	\$ 107.25	\$107.25	fulfilled
Against the Grain (Print + Online)	Print + Online	01/01/13	12/31/13	WT Cox Demo Library		1	\$ 53.63	\$53.63	fulfilled
Air & Space (Print Edition)	Print	01/01/13	12/31/13	WT Cox Demo Library		1	\$ 28.28	\$28.28	fulfilled
America (National Catholic Weekly) (Print + Online)	Print + Online	01/01/13	12/31/14	WT Cox Demo Library		1	\$ 54.60	\$54.60	fulfilled
American Family Physician (Print + Online/ Limited Access)	Print + Online	01/01/13	12/31/13	WT Cox Demo Library		1	\$ 260.00	\$260.00	fulfilled
American Forestry Association Membership	Membership	01/01/13	12/31/13	WT Cox Demo Library		1	\$ 30.00	\$30.00	fulfilled
American Heritage (Print Edition)	Print	02/01/13	01/31/14	WT Cox Demo Library		1	\$ 23.40	\$23.40	fulfilled
American History (Print Edition)	Print	02/01/13	01/31/14	WT Cox Demo Library		1	\$ 39.00	\$39.00	fulfilled
American Journal of Sociology (Print Edition)	Print	01/01/13	12/31/13	WT Cox Demo Library		1	\$ 428.00	\$428.00	fulfilled
American Libraries (Print Edition)	Print	01/01/13	12/31/13	WT Cox Demo Library		1	\$ 48.75	\$48.75	fulfilled

100%

CoxNet – Order Detail



- Subscriptions
- Title Notifications
- Claims
- Orders
- Quotes
- Renewals**
- Invoices/Credits
- Reports
- Title
- Check In
- Featured Titles

Actions [Request For Renewal]
Contact Customer Service

Renewal ID ▾ Creation Date ▾ Customer ▾ Customer ▾ Status ▾ Original Renewal Revised Renewal

Copyright © 2013
WT Cox Information Services 1-800-671-8554

CoxNet – Renewals Tab

- Subscriptions
- Title Notifications
- Claims
- Orders
- Quotes
- Renewals
- Invoices/Credits
- Reports
- Title
- Check In
- Featured Titles

Reports	Description	Range	Export
Check-In			
Overdue Report	List items that are past due for check in with selected order start dates	04/01/12 - 04/01/13	[PDF] [XLS]

My Subscriptions

Titles by Language	All active orders sorted by language		[PDF] [XLS] [CSV]
Future Orders	Future orders not yet complete	04/01/13 - 04/01/14	By Customer: [PDF] [XLS] [CSV] By Title: [PDF] [XLS] [CSV]
Irregular Titles	All irregular titles that are currently and active order		[PDF] [XLS] [CSV]
Online Electronic Journals	List of all electronic journals	Start Date: 04/01/12	[PDF] [XLS] [CSV]
Standing Orders	List of all standing order titles that are currently active		[PDF] [XLS] [CSV]
Barcodes	Generates barcodes for inventory tracking		[PDF] [XLS]

My Claims

Active Claims	List of all claims that are not yet resolved		[PDF] [XLS] [CSV]
Resolved Claims	List of all claims that have been updated to resolved		[PDF] [XLS] [CSV]
Claiming Restrictions	List of publisher claiming restrictions for active titles		[PDF] [XLS] [CSV]

Titles

CoxNet – Reports Tab



- Subscriptions
- Title Notifications
- Claims
- Orders
- Quotes
- Renewals
- Invoices/Credits
- Reports
- Title
- Check In
- Featured Titles

Details For Invoice 2944886

Return Print Invoice Export Items To Excel

Invoice 2944886
 Purchase Order Number 133-4130
 Customer WT Cox Demo Library
 Customer ID 2054021
 Invoice Date Nov 28, 2012
 Amount \$32,552.94
 Paid \$32,552.94
 Outstanding \$0.00

Payments

Payment	Payment Type	Amount	Payment Date
Check 387315	CHECK	\$32,552.94	Dec 27, 2012

Order Items

CoxNet – Invoice Detail



- Subscriptions
- Title Notifications
- Claims
- Orders
- Quotes
- Renewals
- Invoices/Credits
- Reports
- Title
- Check In
- Featured Titles

Return Save

Title Detail

Title	ABC Package: Journal of Business Communication	ILS Number	
Quantity	1	Price	403.00
Source	WT Cox Information Services	Location	
Frequency Received	Quarterly	Issues Per Year	8
Start Date	01/01/10	MediaType	Print

Comments

CoxNet – Check In Detail



Section 2.3

Supporting Documentation

Contact:
Debra M. Knox
Director of Contract Administration
Small Business
201 Village Road
Shallotte, NC 28470
800-571-9554, Ext. 215
dknox@wtcox.com

PRICING

Pricing along with pricing for additional terms is provided as part of this response as a separate attachment under Appendix C.

ANNUAL INCREASES

Please allow up to 7% increase annually for budgeting purposes.

SUBSCRIPTION TERMS

WT Cox Information Services shall enter orders and make payments, as instructed with publishers throughout the world for series available through agencies on subscription terms and standing order arrangements, except as modified by publisher policies, non-availability, or other uncontrollable restrictions.

CANCELLATION/RETURN POLICY

Due to the nature of subscriptions provision, our return policy is a cancellation policy.

Our cancellation policy is as follows:

WT Cox Information Services will process cancellations up to six (6) months of the start date with publisher approval. Cancellation notifications should be made as soon as possible. After six months from the start date, cancellations will not be accepted or will be cancelled without credit in accordance with the publisher's guidelines. Publishers who do not allow cancellations or assess a cancellation fee will be so indicated on your invoice.

Written cancellation notices shall be sent to publishers, with an acknowledgment sent to the Libraries.

WT Cox Information Services will credit your account with the amount equal to the return of monies by the publisher less the cancellation processing fee. The cancellation fee is 10% of the amount paid with a minimum of \$10. Credits can be applied to outstanding invoices or refunded when the invoice is paid in full. You would make your request directly to your customer service representative. Credits expire one year from date of issue.

Refunds of any unexpired portions of orders shall be requested for all timely (i.e., as specified by the publisher) cancellations, and refund credits for the full amounts refunded by the publishers shall be processed for the Libraries.

Canceled titles shall automatically be deleted from the next main renewal invoice list.

Refunds shall be requested from publisher for any unused portions of subscription based on timely cancellations. Refunds will be paid in full to Library and are based on refunds afforded by publisher. Customer service team will exhaust all

administrative remedies to secure refund for cancellation. Billing errors and inaccurate orders become the sole responsibility of WT Cox Information Services.

DEMO SITE

To access our online management system, go to www.wtcox.com. Each organization/customer is given a USER ID and PASSWORD of choice. Our system is open architecturally and can accommodate a variety of user scenarios as detailed below:

Our web-based customer interface provides a user management module or "administrator" console to control user access. In general, an organizational account will be set up with administrative capabilities. All subaccounts will be viewable via one "Master" account and also viewable as individual subaccounts. Each school site will be given an individual USER ID and PASSWORD to access the system. Administrative capabilities can be provided or restricted as dictated by your library's approval processes. Librarians can be given the capability to renew, order and claim (or any combination) or can be restricted from doing so.

To temporarily access a demo site during evaluation:

Site: <https://demo.wtcox.com/CoxNet2>

User: texas@demo.com

Password: m0ck1ngb1rd (Number zero for the letter "O" and the number one for all of the "l"s)

The first time you login, you will receive an SSL warning, this is normal and safe to move beyond. It will not warn you again once accessed.



Section 2.4 References

Contact:
Debra M. Knox
Director of Contract Administration
Small Business
201 Village Road
Shallotte, NC 28470
800-571-9554, Ext. 215
dknox@wtcox.com

REFERENCES

Colorado State Library
201 East Colfax Avenue
Denver, CO 80203
Camden Tadhg
Tadhg_C@cde.state.co.us
303-866-6727

Illinois State Library
300 South Second Street
Springfield, IL 62701
Carolyn Murphy
CMurphy@ILSOS.NET
217-785-4127

Wyoming State Library Acquisitions
2800 Central Avenue
Cheyenne, WY 82002
Melanie.reedy@wyo.gov
307-777-5917

State Library of Kansas
Room 312-N, Statehouse
300 SW 10th Ave.
Topeka, KS 66612-1593
Donna Casement
Donna.Casement@ks.gov
785.296.3296



Section 2.5 Subcontractors

Contact:
Debra M. Knox
Director of Contract Administration
Small Business
201 Village Road
Shallotte, NC 28470
800-571-9554, Ext. 215
dknox@wtcox.com

SUBCONTRACTORS

WT Cox Information Services does not use subcontractors in the provision of services.



Section 2.6

VPAT

Contact:
Debra M. Knox
Director of Contract Administration
Small Business
201 Village Road
Shallotte, NC 28470
800-571-9554, Ext. 215
dknox@wtcox.com

VOLUNTARY PRODUCT ACCESSIBILITY TEMPLATE (VPAT)

VPAT™

Voluntary Product Accessibility Template®

Version 1.3

The purpose of the **Voluntary Product Accessibility Template**, or **VPAT™**, is to assist Federal contracting officials and other buyers in making preliminary assessments regarding the availability of commercial "Electronic and Information Technology" products and services with features that support accessibility. It is assumed and recommended that offerers will provide additional contact information to facilitate more detailed inquiries.

The first table of the Template provides a summary view of the Section 508 Standards. The subsequent tables provide more detailed views of each subsection. There are three columns in each table. Column one of the Summary Table describes the subsections of subparts B and C of the Standards. The second column describes the supporting features of the product or refers you to the corresponding detailed table, e.g., "equivalent facilitation." The third column contains any additional remarks and explanations regarding the product. In the subsequent tables, the first column contains the lettered paragraphs of the subsections. The second column describes the supporting features of the product with regard to that paragraph. The third column contains any additional remarks and explanations regarding the product.

Date: June 6, 2016

Name of Product: CoxNet

Contact for more Information (name/phone/email): Eric Harris, IT Director, eharris@wtcox.com 800-571-9554

Summary Table

VPAT™

Voluntary Product Accessibility Template®

<i>Criteria</i>	Supporting Features	Remarks and explanations
Section 1194.21 <u>Software Applications and Operating Systems</u>	See below	Not sure if this is really applicable to CoxNet.
Section 1194.22 <u>Web-based Internet Information and Applications</u>	See Details Below	

Section 1194.23 <u>Telecommunications Products</u>	Not Applicable	
Section 1194.24 <u>Video and Multi-media Products</u>	Not Applicable	
Section 1194.25 <u>Self-Contained, Closed Products</u>	Not Applicable	
Section 1194.26 <u>Desktop and Portable Computers</u>	Not Applicable	
Section 1194.31 <u>Functional Performance Criteria</u>	Not Applicable	
Section 1194.41 <u>Information, Documentation and Support</u>	See below	

[Return to the top of the page.http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html](http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html)

**Section 1194.21 Software Applications and Operating Systems
– Detail
VPAT™
Voluntary Product Accessibility Template®**

<i>Criteria</i>	Supporting Features	Remarks and explanations
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	All web form elements are intended to be accessible by keyboard.	
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and	As CoxNet is a web application no such disruption is present.	

is available to the product developer.

(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.

Provided by the web browser and related plugins.

(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.

All operations are clearly labeled in CoxNet. Each window contains a descriptive heading.

(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.

Use of images are consistent to identify controls

(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.

All system functions are clearly labeled

(g) Applications shall not override user selected contrast and color selections and other individual display attributes.

CoxNet provides no such options

(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.

No animations are used

(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.

Color coding is not relied upon solely for conveying substantive information.

(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.

CoxNet provides no such options.

(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.	No blinking text or other animations are in use	
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Web forms are accessible using assistive technology	

[Return to the top of the page.http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html](http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html)

Section 1194.22 Web-based Internet information and applications – Detail

VPAT™

Voluntary Product Accessibility Template®

<i>Criteria</i>	Supporting Features	Remarks and explanations
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	All images contain corresponding text.	
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Not Applicable	No multimedia content is used
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	No content is dependent upon color.	
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Presented data is still readable without stylesheets	
(e) Redundant text links shall be provided for each active region of a server-side image map.	No image maps are used	

<p>(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.</p>	<p>No image maps are used</p>	
<p>(g) Row and column headers shall be identified for data tables.</p>	<p>Data tables include headers</p>	
<p>(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.</p>	<p>Data tables include headers</p>	
<p>(i) Frames shall be titled with text that facilitates frame identification and navigation</p>	<p>No frames are used</p>	
<p>(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.</p>	<p>Satisfied</p>	<p>No animated elements are in use that would cause such issues.</p>
<p>(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.</p>	<p>Content is tabular and readable within these constraints.</p>	<p>An Excel spreadsheet of each table is available on each view.</p>
<p>(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.</p>	<p>Information is provided with all components.</p>	
<p>(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).</p>	<p>Download links will be added to the site to satisfy this requirement.</p>	<p>Only requires Adobe PDF and Excel. Some browsers include built in support for PDFs which satisfy these requirements.</p>
<p>(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the</p>	<p>Data tables have been kept clean and simple such that, they can be accessed via assistive technology as needed.</p>	

form, including all directions and cues.		
(o) A method shall be provided that permits users to skip repetitive navigation links.	Site content is easily accessible with as few links as possible.	
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	No timed responses are utilized.	

Note to 1194.22: The Board interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5 1999) published by the Web Accessibility Initiative of the World Wide Web Consortium: Paragraph (a) - 1.1, (b) - 1.4, (c) - 2.1, (d) - 6.1, (e) - 1.2, (f) - 9.1, (g) - 5.1, (h) - 5.2, (i) - 12.1, (j) - 7.1, (k) - 11.4.

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Section 1194.23 Telecommunications Products – Detail

VPAT™

Voluntary Product Accessibility Template®

<i>Criteria</i>	Supporting Features	Remarks and explanations
(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.		
(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.		
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.		
(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications		

systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.

(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.

(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.

(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.

(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.

(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.

(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.

<p>(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.</p>		
<p>(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.</p>		
<p>(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.</p>		
<p>(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.</p>		

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Section 1194.24 Video and Multi-media Products – Detail

VPAT™

Voluntary Product Accessibility Template®

<i>Criteria</i>	Supporting Features	Remarks and explanations
<p>a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions</p>		

from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.

(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.

(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.

(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.

(e) Display or presentation of alternate text presentation or audio descriptions shall be user-

selectable unless permanent.

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Section 1194.25 Self-Contained, Closed Products – Detail

VPAT™

Voluntary Product Accessibility Template®

<i>Criteria</i>	Supporting Features	Remarks and explanations
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.		
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).		
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.		
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product		

<p>must provide the ability to interrupt, pause, and restart the audio at anytime.</p>		
<p>(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.</p>		
<p>(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.</p>		
<p>(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.</p>		
<p>(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.</p>		
<p>(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the</p>		

product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.

(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.

(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.

(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.

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Section 1194.26 Desktop and Portable Computers – Detail

VPAT™



Section 2.7

Payment

Contact:
Debra M. Knox
Director of Contract Administration
Small Business
201 Village Road
Shallotte, NC 28470
800-571-9554, Ext. 215
dknox@wtcox.com

PAYMENT

WT Cox Information Services accepts payment according to the State of Texas prompt payment act.

The preferred method of payment for this account is purchase order, check or EFT payment.



Appendix A

IFB Submittal Requirements Checklist

Contact:
Debra M. Knox
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Shallotte, NC 28470
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dknox@wtcox.com

Appendix A – IFB Submittal Requirements Checklist

- Please present one original and three copies of your bid in a three-ring binder. Please use the table below to organize your bid in the following order by the corresponding tab number.
- Also provide the entire digital file of the bid with the original bid via CD, DVD or USB.
- Bid pages must be numbered and contain an organized, paginated, table of contents corresponding to the Section and pages of the Offer.
- Offer must include all of these elements in order to be considered!

Requested Item	Tab Number	Vendor Initials	For TSLAC
IFB Submittal Checklist (<u>Appendix A</u>)	1	dmk	
Minimum Service Requirements Checklist (<u>Appendix B</u>)	1	dmk	
Signed Offer Coversheet (ESBD-Package 1)	2	dmk	
Confidential Information Form (<u>Appendix C</u>)	3	dmk	
Bidder Qualifications (Section 2.2)	4	dmk	
References (<u>Section 2.4</u>)	5	dmk	
Subscription Pricing List (<u>Appendix C</u>)	6	dmk	
Yearly Service Cost (<u>Section 2.3</u>), including renewal rate changes if applicable	7	dmk	
Subscription Terms/Cancellation of subscriptions	8	dmk	
URL and Temporary Login Information (<u>Section 2.3</u>)	9	dmk	
Subcontractors (<u>Section 2.4</u>)	10	dmk	
Terms and Conditions Issues Form (<u>Appendix E</u>)	11	dmk	
Vendor's Terms and Conditions	12	dmk	
Addenda, if applicable	13	dmk	



Appendix B

Minimum Service Requirements Checklist

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Appendix B – Minimum Service Requirements Checklist

Vendor must confirm that the following requirements can be met and submit with their response.

	Meets Minimum			Notes
	Yes	No	For TSLAC	
Minimum Service Requirements	X			
Provides an online subscription management system that maintains a record of all the TSLAC periodical collections	X			
Vendor will act as an agent on behalf of TSLAC with publisher(s) to ensure prompt processing of periodicals and renewals	X			
Handles all publisher related tasks, cancellations, refunds, replacement of damaged or missing issues, change of address, etc.	X			
Offers continuous service on an annual basis	X			
Offers online order processing	X			
Provides an online Claims reporting system with capabilities to track order history and/or claim history	X			
Provides reporting features for claim processing	X			



Appendix C Pricing

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 800-571-9554

<http://www.wtcox.com>

Quote ID	Quote Item ID	Organization ID	Customer ID	Title	Media Type	ISSN	Issues
92248	1	1609687	2034707	Public Library Quarterly	Print + Online	0161-6846	4
92248	2	1609687	2034707	Library Journal and Book Verdict Combo	Print + Digital		1
92248	3	1609687	2034707	Voice of Youth Advocates (VOYA)	Print + Digital	0160-4201	6
92248	4	1609687	2034707	Texas State Historical Association	Membership		1
92248	5	1609687	2034707	Texas Observer: A Journal of Free Voices	Print + Online	0040-4519	12
92248	6	1609687	2034707	Texas Monthly	Print + Online	0148-7736	12
92248	7	1609687	2034707	Texas Monthly	Print + Online	0148-7736	12
92248	8	1609687	2034707	Texas Library Association Membership	Membership		1
92248	9	1609687	2034707	Teacher Librarian Journal	Print + Digital	1481-1782	5
92248	10	1609687	2034707	ALA TechSource	Print + Online		365
92248	11	1609687	2034707	Publishers Weekly	Print + Digital + Online	0000-0019	51
92248	12	1609687	2034707	Prevent Blindness News	Print + Online		3
92248	13	1609687	2034707	Online Searcher Magazine	Print	2324-9684	6
92248	14	1609687	2034707	Newsletter on Intellectual Freedom	Digital	0028-9485	6
92248	15	1609687	2034707	Journal of Interlibrary Loan Document Delivery & Electronic Reserve	Print + Online	1072-303X	5
92248	16	1609687	2034707	AIIM Products and Services Guide	Print		0
92248	17	1609687	2034707	Booklist (Password)	Print + Online	0006-7385	22
92248	18	1609687	2034707	Computers in Libraries	Print	1041-7915	10
92248	19	1609687	2034707	School Library Journal and Book Verdict Combo	Print + Digital		1
92248	20	1609687	2034707	Dialogue Large Print (Salem)	Print	1556-4584	4
92248	21	1609687	2034707	Marketing Library Services	Print	0896-3908	6
92248	22	1609687	2034707	Lawful Workplace	Print	2153-7232	26
92248	23	1609687	2034707	Library Administrator's Digest	Print	0746-6129	10
92248	24	1609687	2034707	Library Hotline	Print + Digital	0740-736X	50
92248	25	1609687	2034707	Library Journal and Book Verdict Combo	Print + Digital		1
92248	26	1609687	2034707	ALA TechSource	Print + Online		365
92248	27	1609687	2034707	Library Trends	Print	0024-2594	4
92248	28	1609687	2034707	Linux Pro Magazine	Print + DVD	1471-5678	12
92248	29	1609687	2034707	Cost of Living Index	Print	1048-2830	4
92248	30	1609687	2034707	Texas Gulf Historical Society Membership	Membership		1
92248	31	1609687	2034707	Reader's Digest Large Print Edition for Easier Reading	Print	1094-5857	10

Frequency	Term	Start Date	QTY	List	Rate	Total Rate	Option year 1	Option year 2	Option year 3	Option year 4
Quarterly	1 Calendar Year	01/01/16	1	\$ 510.00	\$ 510.00	\$ 510.00	\$ 545.70	\$ 583.90	\$ 624.77	\$ 668.50
Annual	1 Year	09/01/16	1	\$ 157.99	\$ 157.99	\$ 157.99	\$ 169.05	\$ 180.88	\$ 193.54	\$ 207.09
Bi-Monthly	1 Year	01/01/16	1	\$ 62.00	\$ 62.00	\$ 62.00	\$ 66.34	\$ 70.98	\$ 75.95	\$ 81.27
Annual	1 Year	07/01/16	1	\$ 110.00	\$ 110.00	\$ 110.00	\$ 117.70	\$ 125.94	\$ 134.76	\$ 144.19
Monthly	1 Year	01/01/16	1	\$ 35.00	\$ 35.00	\$ 35.00	\$ 37.45	\$ 40.07	\$ 42.87	\$ 45.87
Monthly	1 Year	09/01/16	2	\$ 12.84	\$ 12.84	\$ 25.68	\$ 27.48	\$ 29.40	\$ 31.46	\$ 33.66
Monthly	1 Year	09/01/16	1	\$ 12.84	\$ 12.84	\$ 12.84	\$ 13.74	\$ 14.70	\$ 15.73	\$ 16.83
Annual	1 Calendar Year	01/01/16	1	\$ 110.00	\$ 110.00	\$ 110.00	\$ 117.70	\$ 125.94	\$ 134.76	\$ 144.19
Irregular	1 Year	01/01/16	1	\$ 60.00	\$ 60.00	\$ 60.00	\$ 64.20	\$ 68.69	\$ 73.50	\$ 78.65
Daily	1 Year	01/01/16	1	\$ 385.00	\$ 385.00	\$ 385.00	\$ 411.95	\$ 440.79	\$ 471.65	\$ 504.67
Weekly	1 Year	09/01/16	1	\$ 249.99	\$ 249.99	\$ 249.99	\$ 267.49	\$ 286.21	\$ 306.24	\$ 327.68
Annual	1 Year	01/01/16	1	Ceased	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bi-Monthly	1 Year	09/01/16	1	\$ 145.00	\$ 145.00	\$ 145.00	\$ 155.15	\$ 166.01	\$ 177.63	\$ 190.06
Bi-Monthly	1 Year	01/01/16	1	\$ 55.00	\$ 55.00	\$ 55.00	\$ 58.85	\$ 62.97	\$ 67.38	\$ 72.10
Irregular	1 Calendar Year	01/01/16	1	\$ 561.00	\$ 561.00	\$ 561.00	\$ 600.27	\$ 642.29	\$ 687.25	\$ 735.36
Irregular	1 Year	09/01/15	1	Discontinued	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Semi-Monthly	1 Year	01/01/16	1	\$ 180.67	\$ 180.67	\$ 180.67	\$ 193.32	\$ 206.85	\$ 221.33	\$ 236.82
Monthly	1 Year	03/01/16	1	\$ 104.95	\$ 104.95	\$ 104.95	\$ 112.30	\$ 120.16	\$ 128.57	\$ 137.57
Annual	1 Year	09/01/16	1	\$ 136.99	\$ 136.99	\$ 136.99	\$ 146.58	\$ 156.84	\$ 167.82	\$ 179.57
Quarterly	1 Year	01/01/16	1	\$ 40.00	\$ 40.00	\$ 40.00	\$ 42.80	\$ 45.80	\$ 49.01	\$ 52.44
Bi-Monthly	1 Year	01/01/16	1	\$ 99.95	\$ 99.95	\$ 99.95	\$ 106.95	\$ 114.44	\$ 122.45	\$ 131.02
Bi-Weekly	1 Year	09/01/16	1	\$ 217.90	\$ 217.90	\$ 217.90	\$ 233.15	\$ 249.47	\$ 266.93	\$ 285.62
Irregular	1 Year	01/01/16	1	\$ 50.00	\$ 50.00	\$ 50.00	\$ 53.50	\$ 57.25	\$ 61.26	\$ 65.55
Weekly	1 Year	09/01/16	1	\$ 129.99	\$ 129.99	\$ 129.99	\$ 139.09	\$ 148.83	\$ 159.25	\$ 170.40
Annual	1 Year	09/01/16	1	\$ 157.99	\$ 157.99	\$ 157.99	\$ 169.05	\$ 180.88	\$ 193.54	\$ 207.09
Daily	1 Year	01/01/16	1	\$ 385.00	\$ 385.00	\$ 385.00	\$ 411.95	\$ 440.79	\$ 471.65	\$ 504.67
Quarterly	1 Calendar Year	01/01/16	1	\$ 188.00	\$ 188.00	\$ 188.00	\$ 201.16	\$ 215.24	\$ 230.31	\$ 246.43
Monthly	1 Year	09/01/16	1	\$ 104.95	\$ 104.95	\$ 104.95	\$ 112.30	\$ 120.16	\$ 128.57	\$ 137.57
Quarterly	1 Year	01/01/16	1	\$ 165.00	\$ 165.00	\$ 165.00	\$ 176.55	\$ 188.91	\$ 202.13	\$ 216.28
Annual	1 Year	04/01/16	1	\$ 31.75	\$ 31.75	\$ 31.75	\$ 33.97	\$ 36.35	\$ 38.89	\$ 41.61
Monthly	1 Year	09/01/16	1	\$ 29.98	\$ 29.98	\$ 29.98	\$ 32.08	\$ 34.33	\$ 36.73	\$ 39.30

\$4,502.62 \$4,817.82 \$5,155.07 \$5,515.93 \$5,902.06

Package Contents	Backstart
	Y
Includes Book Verdict (Online) and Library by Design (Print)	N
	Y
Includes Annual Meeting of the Texas State Historical Association (Print), Riding Line (Print), and Southwestern Historical Quarterly (Print)	Y
	Y
	N
	N
Includes Texas Library Journal (Print), TLA Directory (Online), and TLAcast (Online) - Jan Start/ Library with annual budget of under \$1,000,000	Y
	Y
Includes Library Technology Reports (Print + Online) and Smart Libraries Newsletter (Print + Online)	Y
	N
	N/A
	N
	Y
	Y
	N/A
Includes Book Links (Print) and Reference Books Bulletin (Print)	Y
Includes Computers in Libraries (Print), Computers in Libraries Annual Buyers Guide with Consultant Directory (Print), and Internet@Schools (Print)	Y
Includes Book Verdict (Online) and Series Made Simple (Print)	N
	Y
	Y
	N
	Y
	N
Includes Book Verdict (Online) and Library by Design (Print)	N
Includes Library Technology Reports (Print + Online) and Smart Libraries Newsletter (Print + Online)	Y
Volume basis/ Volume 64 (2016) pricing supplied	N/A
	N
	Y
Includes Gulf Historical & Biographical Record (Print)/ Apr Start	N
	N

Appendix C – TSLAC’s Current Subscription List

Please note that additional titles may need to be added during a fiscal year.

Publication	Title or ISSN #	Subscription Start	Subscription End
Public Library Quarterly - Print & Online - For Institutions	Title: 737-368-050; ISSN: 0161-6846	01-Jan-16	31-Dec-16
Library Journal - Print, Online, & Digital Edition - Basic Subscription; Includes Book Verdict Online	Title: 524-849-007; ISSN: 0363-0277	01-Sep-16	31-Aug-17
Voice of Youth Advocates - Print & Online	Title: 938-152-006; ISSN: 0160-4201	01-Jan-16	31-Dec-16
Texas State Historical Association Membership - For Institutions Includes Southwestern Historical Quarterly & Riding Line	Title: 885-841-007	01-Jul-16	30-Jun-17
Texas Observer	Title: 885-356-006; ISSN: 0040-4519	01-Jan-16	31-Dec-16
Texas Monthly for Recording Studio (2 subscriptions)	Title: 885-317-008; ISSN: 0148-7736	01-Jan-16	31-Dec-16
Texas Monthly for TSLAC	Title: 885-317-008; ISSN: 0148-7736	01-Jan-16	31-Dec-16
Texas Library Journal, comes with Texas Library Association Membership	Title: 885-159-004; ISSN: 0040-4446	01-Jan-16	31-Dec-16
Teacher Librarian formerly Emergency Librarian - Print & Online	Title: 875-871-204; ISSN: 1481-1782	01-Jan-16	31-Dec-16
Smart Libraries Newsletter formerly Library Systems Newsletter - Print & Online	Title: 801-459-009; ISSN: 0362-8930	01-Jan-16	31-Dec-16
Publishers Weekly - Print & Online & Digital Edition; Includes 4 Special Announcement Issues, No issue between Christmas & New Year	Title: 739-362-002	01-Jan-16	31-Dec-16
Prevent Blindness America News formerly Prevent Blindness News	Title: 715-607-099	01-Jan-16	31-Dec-16
Online Searcher	Title: 659-472-865; ISSN: 2324-9684	01-Jan-16	31-Dec-16
Newsletter on Intellectual Freedom - Online - For Institutions	Title: 635-556-038; ISSN: 1945-4546	01-Jan-16	31-Dec-16

Publication	Title or ISSN #	Subscription Start	Subscription End
Journal of Interlibrary Loan Document Delivery & Electronic Reserve - Print & Online - For Institution	Title: 483-914-123; ISSN: 1072-303X	01-Jan-16	31-Dec-16
AIIM Products and Services Guide, formerly AIIM Buying Guide Print replaced by free online version at www.aiim.org	Title: 026-114-850	01-Sep-15	31-Aug-16
Booklist - Print & Online Single User Includes Reference Books Bulletin and book links quarterly supplement	Title: 131-057-002; ISSN: 0006-7385	01-Jan-16	31-Dec-17
Computers in Libraries Includes: Internet @ Schools	Title: 229-319-058; ISSN: 1041-7915	01-Mar-16	28-Feb-16
School Library Journal - Print & Digital Edition - Basic Subscription, includes Book Verdict Online	Title: 801-459-009; ISSN: 0362-8930	01-Jan-16	31-Dec-16
Dialogue - Large Print Ed	Title: 270-996-002; ISSN: 1069-6857	01-Jan-16	31-Dec-16
MLS: Marketing Library Services	Title: 583-648-662; ISSN: 0896-3908	01-Jan-16	31-Dec-16
Lawful Workplace	Title: 519-040-150	01-Sep-15	31-Aug-16
Library Administrators Digest	Title: 524-183-308; ISSN: 0746-6129	01-Jan-16	31-Dec-16
Library Hotline - Print & Online	Title: 524-767-289; ISSN: 0740-736X	01-Dec-15	30-Nov-16
Library Journal - Print, Online, & Digital Edition - Basic Subscription; Includes Book Verdict Online	Title: 524-849-007; ISSN: 0363-0277	01-Sep-16	31-Aug-17
Library Technology Reports - Print & Online; Comes with ALA Techsource	Title: 525-388-005; ISSN: 0024-2586	01-Jan-16	31-Dec-16
Library Trends - For Institutions	Title: 525-420-006; ISSN: 0024-2594	01-Jan-16	31-Dec-16
Linux Magazine, includes DVD	Title: 528-266-612; ISSN: 1752-0950	01-Jan-16	31-Dec-16
Cost of Living Index	Title: 241-039-516; ISSN:1070-9169	01-Jan-16	31-Dec-16
Annual Institutional Membership to the Teas Gulf Historical Society, which includes the Texas Gulf Historical & Biographical Record subscription		01-Apr-16	31-Mar-17
Reader's Digest, Large Print Edition		01-Sep-15	31-Aug-16



Appendix D

Confidential Information Form

Contact:
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dknox@wtcox.com

Appendix D – 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
	No Confidential Information	



Appendix E

TSLAC Terms & Conditions

Contact:
Debra M. Knox
Director of Contract Administration
Small Business
201 Village Road
Shallotte, NC 28470
800-571-9554, Ext. 215
dknox@wtcox.com

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Appendix E – TSLAC Terms & Conditions

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

Contracts awarded by TSLAC shall be governed by and construed in accordance with the laws of the State of Texas. The federal or state courts of the United State located in Texas shall have jurisdiction to hear any dispute under potential contracts and serviced may be made upon TSLAC by first class mail to its address as set forth herein.

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

1. **Notices.** Unless specifically noted elsewhere in this Contract, any written notices required under this Contract will be either hand delivered to Vendor's office address specified on the signature page of this Contract or to TSLAC's Purchasing Department, 1201 Brazos Street, Room 309, Austin, Texas 78701, or by U.S. Mail, certified, return receipt requested, addressed to the appropriate foregoing address. Notice will be effective on receipt by the affected party. Either party may change the designated notice address by written notification to the other party.
2. **Debarred Vendors List.** Vendor represents and warrants that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local government entity and that Vendor is in compliance with the State statues and rules relating to procurement and that Vendor or its subcontractors are not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.
3. **Duty to Disclose.** If circumstances change or additional information is obtained regarding any of the representations and warranties, or any other disclosure statements, provided by Vendor subsequent to the date of this Contract, Vendor's duty to disclose continues through the term of this Contract.
4. **Sales and Use Tax.** The TSLAC, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Vendor may be able to claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts. Excise Tax Exemption Certificates are available upon request.
5. **Observance of TSLAC Rules and Regulations.** Vendor agrees that at all times its employees will observe and comply with all regulations when accessing the TSLAC facilities, including, but not limited to, parking and security regulations.
6. **Non-Appropriation of Funds.** The State funds are contingent on the availability of lawful appropriates by the Texas Legislature. If the Texas Legislature fails to continue funding for the payments due under an order referencing this contract; the order will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments.
7. **No Other Benefits.** Vendor shall have no exclusive rights or benefits other than those set forth herein.
8. **Prohibited Use of Appropriated or Other Funds Under Control of State Agency; Lobbying.** Vendor represents and warrants that TSLAC's payment to Vendor and Vendor's receipt of appropriated or other funds under this any resulting Contract are prohibited from use to pay or employ a lobbyist. Refer to Texas Government Code § 556.005 or § 556.008. *[Updated 1/13/2016]*
9. **Public Information Act.** Information, documentation, and other material in connection with this solicitation or contract may be subject to public disclosure pursuant to the Texas Government Code § 552.021 (the "Public Information Act"). Any part of a submitted Response that is of a confidential or proprietary nature must be clearly and prominently marked on each page as such by the Vendor.
10. **Confidentiality and Open Records.** Vendor shall take all necessary and appropriate action to safeguard all sensitive data and other confidential information from unauthorized disclosure. Whenever the transmission of confidential information is necessary, Vendor shall transmit the information electronically, and such electronic transmission shall be secure and the data encrypted, at a minimum, using 128 AES encryption to protect it from unauthorized disclosure.

Notwithstanding any provisions of this Contract to the contrary, Vendor understands that TSLAC will comply with the Texas Public Information Act as interpreted by judicial opinions and opinions of the State's Attorney General. Within three (3) days of receipt, Vendor shall refer to TSLAC any third party requests received directly by Vendor for information to which Vendor has access as a result of or in the course of performance under this Contract. Vendor is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

11. **Antitrust.** Vendor represents that neither the Vendor nor the company, corporation, partnership, or institution represented by the Vendor, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal to any other person engaged in such line of business.

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12. **No Conflicts.** Vendor represents and warrants that Vendor has no actual or potential conflicts of interest in providing services to TSLAC under this Contract and that Vendor's provision of services under this Contract would not reasonably create an appearance of impropriety. Without limitation on the foregoing, other disclosures required under this Contract, and other prohibited work provisions of this Contract, Vendor shall, throughout the term of this Contract, comply with and provide all of the following to TSLAC, upon request: a copy of Vendor's most recent audit, if any, together with a full disclosure of any and all internal control weaknesses, if any; disclosure and detailed description of Vendor's most recent peer review, if any, stating the date of the review and irregularities, if any, and concluding comments; disclosure and detailed description of any emerging irregularities, if any, that could materially affect TSLAC's interests; and disclosure and detailed description of how Vendor determines whether Vendor's outside auditors provide consulting or other services to Vendor or Vendor's clients or to TSLAC.
13. **Specifications.** The State will not be bound by any oral statement or representation contrary to the written specifications.
14. **Delivery.**
 - a) Delivery shall be made during normal business 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 Department.
 - c) If delay is foreseen, vendor shall give written notice to the TSLAC. Vendor must keep the TSLAC advised at all times of status of order. 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.
15. **Permits, Licenses.** Vendor represents and warrants that it has obtained all necessary permits, licenses, easements, waivers, and permissions of whatsoever kind required for its performance and the performance of its subcontractors under this Contract.
16. **Contract Fulfillment.** If federal or state laws or regulations or other federal or state requirements are amended and judicially interpreted so that either party cannot reasonably fulfill this contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the contract, the parties shall be discharged from any further obligations under this contract.
17. **Control; Ownership; Legal Proceedings.** Vendor shall immediately notify TSLAC in writing of any actual or anticipated change in the control or ownership of Vendor and of any legal or administrative investigations or proceedings initiated against Vendor regardless of the jurisdiction from which such proceedings originate.
18. **Time Limits.** Time is of the essence in the performance of this Contract. Vendor shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this Contract.
19. **Inspection and Tests.** All goods will be subject to inspection and test by the State. Authorized TSLAC personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the Response or on samples taken from regular shipments. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of award.
20. **Payment.** Payment shall be made in accordance with Texas Prompt Payment Act, as specified in the Texas Government Code Chapter 2251. TSLAC shall not pay any amounts for any purpose to Vendor or any entity, except as expressly provided in the Contract. TSLAC reserves the right to make payments only upon receipt of a correct invoice, including all of the required supporting documentation. TSLAC also reserves the right to refuse payments for invoices that exceed the rates specified in the Contract.
21. **Dispute Resolution.** Unless an applicable state statute or applicable federal law establishes another procedure for the resolution of disputes, the dispute resolution process provided for in Texas Government Code Chapter 2260 shall be used, as further described herein, by TSLAC and the Vendor to attempt to resolve all disputes arising under this contract. Vendor claims for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in the Texas Government Code Chapter 2260, Subchapter B. To initiate the process, Vendor shall submit written notice, as required by subchapter B, to the Chief Financial Officer or the designate. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Vendor and the TSLAC otherwise entitled to notice under the parties' contract. Compliance by Vendor with Subchapter B is a condition precedent to the filing of a contested case proceeding under the Texas Government Code Chapter 2260, Subchapter C. The contested case process, provided in the Texas Government Code Chapter 2260, Subchapter C, is Vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TSLAC if the parties are unable to resolve their disputes under this Section. Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by TSLAC nor any other conduct of any representative of TSLAC relating to this contract shall be considered a waiver of sovereign immunity to suit. The submission, processing and resolution of Vendor's claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found in the Texas Administrative Code. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Vendor, in whole or in part.
22. **Gifts.** The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response or contract.
23. **Compensation.** Pursuant to the Texas Government Code § 2155.004, the Vendor has not received compensation for participation in the preparation of the specifications for this solicitation or contract.

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24. **Certification Regarding Non-Payment of Child Support.** Pursuant to Family Code § 231.006 (d), re: child support, the Vendor certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to § 231.006 must include names and social security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award.
25. **Eligibility.** Under the Texas Government Code § 2155.004, the vendor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. Vendor represents and warrants that it is not delinquent in the payment of any franchise taxes owed the State.
26. **Liability for Taxes.** Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, state, or local income, sales or excise taxes of Vendor or its employees. TSLAC shall not be liable for any such taxes resulting from this Contract.
27. **HUBs.** Vendor represents and warrants that it shall comply with the Historically Underutilized Business requirements of this Contract.
28. **Indemnification.** Vendor shall 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.
29. **Debt.** Vendor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas. Vendor shall comply with rules adopted by TSLAC under the Texas Government Code § 403.055, §403.0551, §2252.903 and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State.
30. **Executive Head of a State Agency.** Pursuant to Texas Government Code §669.003, the TSLAC may not enter into a contract with a person who employs a current or former Executive Head of a state agency until four years have passed since that person was the executive head of the state agency. By submitting a response to the solicitation, the Respondent certifies that it does not employ any person who was the Executive Head of a state agency in the past four years.
31. **State Auditor's Clause.** Vendor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards.
32. **Infringements.**
 - a) Vendor shall indemnify and hold harmless TSLAC and the State of Texas, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, trade and service marks, copyrights, trade secrets or other proprietary rights, and any other intellectual or intangible property rights in connection with the PERFORMANCE OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEY'S FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDEANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.
 - b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to TSLAC's specific instructions, (iv) any intellectual property right owned by or licensed to TSLAC, or (v) any use of the product or service by TSLAC that is not in conformity with the terms of any applicable license agreement.
 - c) If Vendor becomes aware of an actual or potential claim, or TSLAC provides the Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against TSLAC, shall) at Vendor's sole option and expense; (i) procure for the Vendor the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that TSLAC's use in non-infringing.

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33. **Patents and Copyrights.** Vendor shall defend and indemnify TSLAC and the State of Texas against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from TSLAC's or Vendor's use of or acquisition of any services or other items provided to TSLAC by Vendor or otherwise to which TSLAC has access as a result of Vendor's performance under this Contract, provided that TSLAC notify Vendor of any such claim within a five (5) working days time of TSLAC's receiving notice of any such claim. If Vendor is notified of any claim subject to this Section, Vendor shall notify TSLAC of such claim within five (5) working days of such notice. If TSLAC determines that a conflict exists between its interests and those of Vendor or if TSLAC is required by applicable law to select separate counsel, TSLAC shall be permitted to select separate counsel, and the actual costs TSLAC's counsel shall be paid by Vendor. No settlement of any such claim shall be made by Vendor without TSLAC's prior written approval. Vendor shall reimburse TSLAC and the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs arising from any such claim. Vendor represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and claims.
34. **Vendor Assignments.** Vendor hereby assigns an ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A Section 1, et seq (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq (1967).
35. **Default.** If the Vendor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any of the terms and conditions of the Contract, the TSLAC may, upon written notice of default to the Vendor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the Contract.
- The TSLAC may exercise any other right, remedy or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract, or to recover damages for the breach of any agreement being derived from the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless the TSLAC notifies the Vendor in writing prior to the exercise of such remedy. The Vendor shall remain liable for all covenants and indemnities under the Contract. The Respondent shall be liable for all costs and expenses, including court costs, incurred by the TSLAC with respect to the enforcement of any of the remedies listed herein.
36. **Cancellation.** The cancellation of the agreement, under any circumstances whatsoever, shall not effect or relieve Vendor from any obligation or liability that may have been incurred or will be incurred pursuant to this agreement, and such cancellation by TSLAC shall not limit any other right or remedy available to the TSLAC at law or in equity.
37. **Agreement Amendments.** No modification or amendment to the agreement shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the agreement must be forwarded to the TSLAC Purchasing Department for prior review and approval. Only the contract administrator within the Purchasing Department or his/her designee will be authorized to sign changes or amendments.
38. **Independent Vendor Status.** Vendor agrees that Vendor and Vendor's employees and agents have no employer-employee relationship with TSLAC. TSLAC shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation insurance payments, or any other insurance payments, nor will TSLAC furnish any medical or retirement benefits, any paid vacation or sick leave.
39. **Publicity.** Vendor agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of TSLAC's name in connection with any sales promotion or publicity event without the prior express written approval of TSLAC.
40. **Severability.** If one or more provisions of this agreement, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
41. **No Waiver.** Nothing in this agreement shall be construed as a waiver of the state's sovereign immunity. This agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. TSLAC does not waive any privileges, rights defenses, or immunities available to TSLAC by entering into this agreement or by its conduct prior to or subsequent to entering into this agreement.
42. **Property Rights.** For purposes of this contract, the term "work" is defined as all reports, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the services provided under the contract. The TSLAC and Vendor intend this contract to be a contract for services, and each considers the work and any and all documentation or other products and results of the services to be rendered by Vendor to be a work made for hire. By execution of a contract for these services, Vendor acknowledges and agrees that the work (and all rights therein) belongs to and shall be the sole and exclusive property of the TSLAC.

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

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

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

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

43. **Acceptance of Products and Services.** All products furnished and all services performed under this agreement shall be to the satisfaction of TSLAC and in accordance with the specifications, terms, and conditions of this contract. TSLAC reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.
44. **Deceptive Trade Practices Act (DTPA).** Vendor represents and warrants that it has not been the subject of a Deceptive Trade Practices Act or any unfair business practice administrative hearing or court suit, and that Vendor has not been found to be guilty of such practices in such proceedings. Vendor certifies that it has no officers who have served as officers of other entities who have been the subject of a Deceptive Trade Practices Act or any unfair business administrative hearing or court suit, and that such officers have not been found to be guilty of such practices in such proceedings.
45. **Immigration.** Vendor represents and warrants that it will comply with the requirements of the Immigration Reform and Control Act of 1986, the Immigration Act of 1990 ("Immigration Act"), and the Illegal Reform and Immigrant Responsibility Act of 1996 ("IRIRA") regarding employment verification and retention of verification forms for any individuals hired who will perform any labor or services under this Contract. Vendor also represents and warrants that it shall comply with the requirements of the Immigration Act regarding creation of the lottery system for granting visas and IRIRA which created three (3) year, ten (10) year and permanent bars to entrance into the United States.
46. **Criminal Conviction Certification.** The Vendor represents and warrants that Vendor has not and Vendor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Vendor has fully advised TSLAC as to the facts and circumstances surrounding the conviction. Vendor has a continuing duty to amend, supplement or correct this representation and warranty not later than ten (10) days after discovering additional information relating to felony criminal convictions of Vendor or any of its employees. Vendor shall not allow any employee convicted of a felony criminal offense to perform tasks related to the contract without such disclosure and express permission from TSLAC.
47. **Subcontracting.** It is contemplated by the parties hereto that the Vendor shall conduct the performances provided by this contract substantially with its own resources and through the services of its own staff. In the event the Vendor should determine that it is necessary or expedient to subcontract for any of the performances specified herein, the Vendor shall subcontract for such performances only after the Vendor has transmitted to TSLAC a true copy of the subcontract the Vendor proposes to execute with a subcontractor and has obtained TSLAC's written approval for subcontracting the subject performance in advance of executing a subcontract. The Vendor, in subcontracting for any products or performances specified herein, expressly understands and acknowledges that in entering into such subcontracting(s), TSLAC is in no manner liable to any subcontractor(s) of the Vendor. In no event shall this provision relieve the Vendor of the responsibility for ensuring that the finished products and/or services rendered under all subcontracts are rendered so as to comply with all terms of this contract.
48. **Assignment.** The Vendor will not assign its rights under this contract or delegate the performance of its duties under this contract without prior written approval from TSLAC.
49. **Accessibility.** TSLAC is required to follow Texas Administrative Code, Title 1, Part 10, Chapter 206, Accessibility and Usability of State Web Sites, Texas Administrative Code, Title 1, Part 10, Chapter 213, and the Federal Section 508, Accessibility Standards.

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50. **Ethics.** Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in the Texas Government Code §2155.003. 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 solicitation for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of TSLAC or purchasers of other state agencies.
51. **Convictions in connection with Hurricane Katrina, Hurricane Rita, and subsequent disasters.** Per Senate Bill 608, 80th Legislative Session, TSLAC will not accept Responses, nor award contracts to persons convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Katrina, Hurricane Rita, and subsequent disasters.
52. **Equal Opportunity.** Vendor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age and disability in the performance of awards.
53. **Drug Free Workplace.** The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.
54. **Force Majeure.** Neither Vendor nor TSLAC shall be liable to the other for any delay in, or failure of performance, of any requirement included in any award resulting from a solicitation caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
55. **Termination.** Vendor shall have the right to terminate contracts awarded from this Contract upon a material breach of its terms by TSLAC, which are not cured within thirty (30) days of written notice. If Vendor (a) terminates or suspends its business (b) becomes subject to any bankruptcy or insolvency proceeding under any Federal or State statute or (c) becomes or subject to direct control by a trustee, receiver, or similar authority, TSLAC may, in addition to its other legal rights and remedies, terminate this agreement on seven (7) days notice to Vendor. Upon such termination, Vendor will offer TSLAC a prorated refund or subscription fee.

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

56. **Termination for Convenience.** TSLAC reserves the right, in its sole discretion, to terminate the Contract on thirty (30) days written notice to the Vendor. TSLAC also reserves the right, in its sole discretion, to terminate the Contract immediately, with written notice to the Vendor, if it is in the best interests of TSLAC or the State.
57. **Termination Remedies.** Upon an Event of Default, TSLAC, without limiting any other rights or remedies it may have by law, equity, or under this Contract, will have the right to institute an action for actual damages and/or injunctive relief and/or to terminate the Contract immediately. TSLAC's termination of this Contract shall not limit or waive any remedies TSLAC may have for breach by Vendor of its past, present, or future duties and obligations created by this Contract or otherwise required by applicable law.
- All remedies available to TSLAC for breach or anticipatory breach of this Contract by Vendor are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. Liquidated damages, actual damages, cost projections, injunction relief and/or performance bonds may also be invoked either separately or combined with any other remedy in accordance with applicable law.
58. **Survival of Terms.** Termination of this Contract for any reason shall not release the Vendor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.
59. **Supporting Documents; Right to Audit; Independent Audits.** Vendor shall maintain and retain supporting fiscal documents adequate to ensure that claims for Contract funds are in accordance with applicable TSLAC and State of Texas requirements. Vendor shall maintain all such documents and other records relating to this Contract and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Vendor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by TSLAC, State of Texas or their authorized representatives. Vendor shall cooperate with auditors and other authorized TSLAC and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TSLAC or the State of Texas. By example, and not as exclusion to other breaches or failures, Vendor's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize TSLAC to immediately assess liquidated damages as described in Section 29 of Appendix C for such failure. For purposes of this Section, the "State's property" includes, but is not limited to, "Work" as defined in the

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solicitation. TSLAC may require, at Vendor's sole cost and expense, independent audits by a qualified certified public accounting firm of Vendor's books and records or the State's property. The independent auditing shall provide TSLAC with a copy of such audit at the same time it is provided to Vendor. TSLAC retains the right to issue the request for Statement of Qualifications for the services of an independent certified public accounting firm under this Contract. In addition to and without limitation on the other audit provisions of this Contract, pursuant to the Texas Government Code §2262.003, the state auditor may conduct an audit or investigation of Vendor or any other entity or person receiving funds from the state directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by Vendor or any other entity or person directly under this Contract or indirectly through a subcontract under this Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Vendor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This Contract may be amended unilaterally by TSLAC to comply with any rules and procedures of the state auditor in the implementation and enforcement of § 2262.003.

Under procedures provided by the state auditor on September 5, 2003, in addition to the above,

1. Vendor understands that the acceptance of funds under this Contract acts as acceptance of the authority of the state auditor to conduct an audit or investigation in connection with those funds;
 2. Vendor further agrees to cooperate fully with the state auditor in the conduct of the audit or investigation, including providing all records requested;
 3. Vendor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards; and
 4. The state auditor shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Vendor relating to this Contract.
- 60. Limitation on Authority; No Other Obligations.** Vendor shall have no authority to act for or on behalf of TSLAC or the State of Texas except as expressly provided for in the Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or TSLAC.
- 61. Records Retention.** Vendor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including, but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Vendor shall maintain all such documents and other records relating to this Contract and the State's property seven (7) years after the expiration or termination of the Contract. *[Updated 04/08/2016]*
- 62. Insurance & Other Security.** Vendor represents and warrants that it will, upon five (5) days of request, provide TSLAC with current written certificates of insurance or other proof acceptable to TSLAC of the following insurance coverage:
- a) Standard Workers Compensation Insurance covering all personnel who will provide services under the Contract;
 - b) Commercial General Liability Insurance, personal injury and advertising injury with, at a minimum, the following limits: \$500,000 minimum each occurrence; \$1,000,000 per general aggregate.
 - c) Professional Liability Insurance: \$500,000 minimum each occurrence limit; \$1,000,000 minimum aggregate limit.

Vendor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with 'A' rating from Best, and authorized to provide the corresponding coverage. Vendor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to TSLAC. Vendor represents and warrants that it shall maintain the above insurance coverage during the term of the Contract, and shall provide TSLAC with an executed copy of the policies immediately upon request.

63. Workers' Compensation Insurance Coverage.

a) Definitions:

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

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

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

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

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LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

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

64. **Workers Compensation & Employers Liability.** Vendor represents and warrants that it will, upon five (5) days of request, provide TSLAC with current certificates of insurance or other proof acceptable to TSLAC of the following insurance coverage: must maintain Workers' Compensation insurance coverage in accordance with statutory limits as follows:

- a) Standard Workers Compensation Insurance covering all personnel who will provide services under the Contract
- b) Commercial General Liability Insurance, Occurrence based:
 - Bodily injury and Property Damage
 - Each Occurrence limit: \$1,000,000
 - Aggregate limit: \$2,000,000
 - Medical Expense each person: \$5,000
 - Personal Injury & Advertising Liability: \$1,000,000
 - Products/Completed Operations Aggregate Limit: \$2,000,000
 - Damage to Premise Rented to You: \$50,000
- c) Professional Liability Insurance: \$500,000 minimum each occurrence limit; \$1,000,000 minimum aggregate limit
- d) Employers Liability: Each Accident \$1,000,000
- e) Disease – Each Employee: \$1,000,000
- f) Disease – Policy Limit: \$1,000,000

Vendor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with 'A' rating from Best, and authorized to provide the corresponding coverage. Vendor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to TSLAC. Vendor represents and warrants that it shall maintain the above insurance coverage during the term of the Contract, and shall provide TSLAC with an executed copy of the policies immediately upon request.

65. **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 or 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.
66. **Vendor Performance.** The TSLAC may monitor the performance of the Contract issued under this solicitation. All services and goods under the Contract shall be performed at an acceptable service levels and in a manner consistent with acceptable industry standards, custom, and practice. The Vendor will receive a paper copy of this report, as well as an e-mailed copy. The TSLAC will provide a sample of the Vendor Performance Report upon request.
67. **Change Management.** Vendor shall assign only qualified personnel to this Contract. Vendor, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the tasks and services required. Vendor shall provide to TSLAC prior written notice of any proposed change in key personnel involved in providing services under this Contract. Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of the Vendor. No subcontract under the Contract shall relieve the Vendor of responsibility for ensuring the requested services are provided. If Vendor uses a subcontractor for any or all of the work required, the following conditions shall apply:
- a) Vendors planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.
 - b) Subcontracting shall be solely at Vendor's expense.
 - c) TSLAC retains the right to check subcontractor's background and approve or reject the use of submitted subcontractors.
 - d) Vendor shall be the sole contact for TSLAC. Vendor shall list a designated point of contact for all TSLAC inquiries.

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68. **Federal, State, and Local Requirements.** Vendor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Vendor is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation Insurance coverage. Vendor shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Vendor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Vendor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from Vendor's omission or breach of this Section.
69. **Applicable Law & Conforming Amendments.** Vendor must comply with all laws, regulations, requirements and guidelines applicable to a Vendor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. TSLAC reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for TSLAC or Vendor's compliance with all applicable State and federal laws, and regulations.
- This Contract may be amended only upon written agreement between TSLAC and Vendor; however, this Contract may not be amended so as to make it conflict with the laws of the State. TSLAC may issue Purchase Order Change Notices for ordering and tracking purposes consistent with this Contract provided such Purchase Order Change Notices reference the Contract.
70. **No Liability Upon Termination.** If this Contract is terminated for any reason, TSLAC and the State of Texas shall not be liable to Vendor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Vendor may be entitled to the remedies provided in Texas Government Code Chapter 2260. Vendor or Vendor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing services under any Contract resulting from this solicitation. Vendor or Vendor's employees, representatives, agents and any subcontractors shall not be employees of TSLAC. Should Vendor subcontract any of the services required in this solicitation, Vendor expressly understands and acknowledges that in entering into such subcontract(s), TSLAC is in no manner liable to any subcontractor(s) of Vendor. In no event shall this provision relieve Vendor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this solicitation.
71. **Independent Vendor.** Vendor or Vendor's employees, representatives, agents, and any subcontractors shall serve as an independent contracting in providing services under any Purchase Order. Vendor or Vendor's employees, representatives, agents and any subcontractors shall not be employees of the TSLAC. Should Vendor subcontract any of the services required, Vendor expressly understands and acknowledges that in entering into such subcontract(s), the TSLAC is in no manner liable to any subcontractor(s) of Vendor. In no event shall this provision relieve the Vendor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with the specifications.
72. **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.
73. **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 the Texas Government Code § 2155.444. This term is not applicable when Federal funds are used.
74. **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.*).
75. **TSLAC Anti-Fraud Policy.** Vendor represents and warrants that it has read and understood and shall comply with the Comptroller of Public Account's Anti-Fraud Policy located on the Comptroller's website at <http://www.window.texas.gov/ssv/ethics.html>, as such Policy currently reads and as it is amended throughout the term of this Contract.
76. **Electronic and Information Resources Accessibility Standards.** As Required by 1 Texas Administrative Code Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)
- 1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Texas Administrative Code Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
 - 2) Vendor shall provide TSLAC with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide TSLAC with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.
77. **Provision for Direct Deposit.** The electronic funds transfer ("EFT") provisions of Texas law were codified in the Texas Government Code §403.016. Depending on eligibility under the law, certain payments from the State may be directly deposited into Vendor's bank account or may be made by warrant. If Vendor is eligible for direct deposit and wishes to be paid by direct deposit, Vendor must complete the form title "Vendor Direct Deposit Authorization" and return it as soon as possible to: Texas State Library & Archives Commission, Attention: Accounting, PO Box 12516 Austin, Texas 78711.

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78. Disclosure of Security Breach. Vendor shall provide notice to the Purchasing Department at (512) 463-3037 or purchasing@tsl.texas.gov within twenty-four (24) hours of Vendor's discovery or reasonable belief that there has been unauthorized use, exposure, access, disclosure, compromise, modification, or loss of sensitive or confidential TSLAC information ("Security Incident"). Within twenty-four (24) hours of the notification of a Security Incident, Vendor shall provide a written report to TSLAC's Purchasing Department detailing the circumstances of the incident, which includes at a minimum:

- a) A description of the nature of the Security Incident;
- b) The type of TSLAC information involved;
- c) Who may have obtained TSLAC information;
- d) What steps Vendor has taken or will take to investigate the Security Incident;
- e) What steps Vendor has taken or will take to mitigate any negative effect of the Security Incident; and
- f) A point of contact for additional information.

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

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

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

79. Information Security Requirements.

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

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

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

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

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

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

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- c) Access to Internal TSLAC Network and Systems. As a condition of gaining remote access to any internal TSLAC network and systems, Vendor must comply with TSLAC's policies and procedures. TSLAC's remote access request procedures will require Vendor to submit a Remote Access Request form for TSLAC's review and approval. Remote access technologies provided by Vendor must be approved by TSLAC's Information Security Officer. Individuals shall not access internal TSLAC network and systems from outside the United States. Individuals who are provided with access to TSLAC network or systems will be required to participate in TSLAC's Security Awareness Training on an annual basis. The State and TSLAC's Fiscal Year begins on September 1 and ends on August 31. Vendor shall maintain records of all individuals who have completed TSLAC-required training for the duration of the individual's employment with Vendor, plus five years. Upon TSLAC's written request, Vendor shall provide copies of the certificates of completion for TSLAC's Security Awareness Training. On November 1st of each year, Vendor shall submit a list to TSLAC which identifies all individuals who have current access to TSLAC network or systems as well as the most recent training completion date for each individual. TSLAC, in its sole discretion, may deny network or system access to any individual that does not complete TSLAC-required training within thirty (30) calendar days following the date of TSLAC's grant of access under this Contract.
 - d) TSLAC reserves the right to audit the security measures in effect on Vendor's connected systems without prior warning. Vendor must secure its own connected systems in a manner consistent with an auditable information security framework. TSLAC's audit can consist of a review of third party audit results of Vendor's security measures (e.g., SSAE-16 Type II, ISO 27002 assessment). TSLAC also reserves the right to immediately terminate network and system connections not meeting such requirements.
 - e) TSLAC data shall not be accessed from, stored at or transported to locations outside of the United States.
 - f) Where applicable, encryption shall conform to or exceed Federal Information Processing Standard (FIPS) 140-2:
 - 1) Backup media containing TSLAC data shall be encrypted at all times.
 - 2) Transmission of TSLAC data across public networks shall be protected by encryption methods such as Virtual Private Network ("VPN"), Secure Shell File Transfer Protocol ("SFTPS"), or File Transfer Protocol over SSL/TLS ("FTPS").
 - g) If Vendor is a software manufacturer, then Vendor represents and warrants that it has implemented processes for the protection, detection, remediation, mitigation and timely customer notification of software vulnerabilities associated with its software provided under this agreement.
80. **Transition.** Upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new agreement and provider. In accordance with this Contract, Vendor shall deliver to TSLAC all completed, or partially completed work and any and all documentation or other products and results of these services.



Appendix F

Terms and Conditions Issues

Contact:
Debra M. Knox
Director of Contract Administration
Small Business
201 Village Road
Shallotte, NC 28470
800-571-9554, Ext. 215
dknox@wtcox.com

Appendix F – 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
No Exceptions			

WT Cox Information Services adopts Terms and Conditions of Appendix E and G as its own and does not offer additional Terms and Conditions nor exceptions to those detailed in referenced Appendices.



Appendix G

LSTA Terms and Conditions

Contact:
Debra M. Knox
Director of Contract Administration
Small Business
201 Village Road
Shallotte, NC 28470
800-571-9554, Ext. 215
dknox@wtcox.com

Texas State Library and Archives Commission
Library Services and Technology Act - Terms & Conditions

Appendix G – LSTA Terms & 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: <http://www.window.state.tx.us/procurement/catrad/ugms.pdf>
- B. The Vendor will comply with Grant Reform 2 CFR Parts §200 and §3187.
- C. Vendor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, religion or national origin;
 - (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990;
 - (d) The Age Discrimination Act of 1974, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age;
 - (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 - (i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
 - (j) The requirements of any other nondiscrimination statute(s) which may apply to the application.
- D. The Vendor, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Vendor and its employees may not
- 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
- E. The Vendor certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Vendor shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Vendor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all Vendors shall certify and disclose accordingly, as specified in Title 31 U.S. Code, Sec. 1352.

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- F. Vendor's authorized representative certifies to the best of his or her knowledge and belief that neither Vendor nor any of its principals:
- (a) are presently excluded or disqualified;
 - (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR Part §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period;
 - (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800 (a); or
 - (d) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Vendor is unable to certify to any of the statements in this certification, the Vendor shall attach an explanation to these Terms and Conditions.
- G. Vendor understands that acceptance of funds under this contract acts as acceptance of the authority of the Texas State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by Sub-Contractors through Vendor, and the requirement to cooperate, is included in any sub-grant awarded.
- H. The Vendor agrees to main all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three year after the last State Program Report for the Texas LSTA 5-Year Plan 2013-2017, is submitted on December 31, 2018. The Contractor will maintain their records through December 31, 2021.
- I. The Vendor agrees to develop or revise, as necessary, any specific written documentation of its current procedures for
- (1) collecting and reporting performance measures;
 - (2) conducting a fixed asset inventory; and or,
 - (3) any other issues identified in Vendor's internal audit report or grant activities.
- Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Vendor. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.
- J. Vendor may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Vendor understands that the federal awarding agency, IMLS, reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use; and to authorize others to use, for Federal purposes (2 CFR §200.315).

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II. ENFORCEMENT

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