

**STATE OF TEXAS
PURCHASE ORDER**

10/12/2016 Amended PO to correct the COBJ.

1. Agency Name & No. TEXAS STATE LIBRARY & ARCHIVES COMMISSION 306 Tax Exempt agency of the Texas State Government	4. Purchase Order No. 306-17-8032	12. HUB: WO/F	13. Order Type: Service
	5. PCC Q	14. Vendor Identification No: [REDACTED]	
2. Agency Billing Address **ACCOUNTING DEPARTMENT** Texas State Library & Archives Commission PO Box 12516 Austin, TX 78711-2516 Email invoices to: AP@tsl.texas.gov Phone: (512) 463-5473; Fax: (512) 475-0185	6. Current Document No.	15. Vendor Address: Precision Micrographics & Imaging, Inc. 8204 N. Lamar Blvd, Ste C-20 Austin, TX 78753	
	7. Document (order) amt \$25,000.00	16. Vendor Contact Info: Peggy Gertenberg Phone: (512) 832-6602 Fax: (152) 832-5301 Email: premicro@aol.com	
3. Destination of goods or service FOB Destination Receiving Hours: 7:30 AM - 4:00 PM Attn: Michael Shea State Records Center 4400 Shoal Creek Blvd Loading Dock #1 Austin, TX 78756	8. REF DOC	10. Agency Contact: Pam Rodriguez Phone: (512) 463-3037 Email: purchasing@tsl.texas.gov Fax: (512) 475-3393	
	9. Service Period or Expected Delivery Date: 9/1/2016 - 8/31/2017	11. TSLAC Project Contact: Michael Shea Phone: (512) 475-5151 Email: mshea@tsl.texas.gov	
	*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."		

17. Description

3rd Optional Renewal of Contract awarded under RFP 306-14-8149. Please refer to Contract for countersignature and Terms & Conditions. Prices for processing are provided from Appendix F of the Original Contract. FY17 Processing Cost:

- Reel Processing, 16mm x 100' - \$9.99
- Reel Processing, 16mm x 215' - \$14.60
- Reel Processing, 35mm x 100' - \$15.52
- Diazo duplication, 16mm x 100' - \$15.29
- Diazo duplication, 16mm x 215' - \$22.11
- Diazo duplication, 35mm x 100' - \$29.33
- Microfiche or Jackets, minimum of 20 units - \$1.21

Contract was fully executed on 9/1/2016.

18. SFX	INDEX	AY	COBJ	AOBJ	AMOUNT	INVOICE NO.
001	66207	17	7273	7699	\$25,000.00	

19. Line No	20. Goods & Service	21. NIGP Code	22. Qty	23. Units	24. Unit Price	25. Extended Amt
1.	Film Processing and Duplication Services for the period	915-38	1	Lot(s)	\$25,000.00	\$25,000.00

INTERNAL PO ONLY

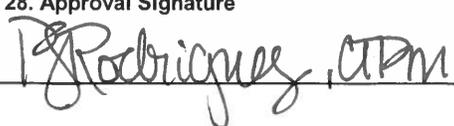
Grand Total \$25,000.00

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

27. Division Tracking Number: SLRM 17-022

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

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

28. Approval Signature 	Date 10/12/16	29. Vendor Signature	Date
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		11. TSLAC Project Contact: Michael Shea Email: mshea@tsl.texas.gov	Phone: (512) 475-5151	

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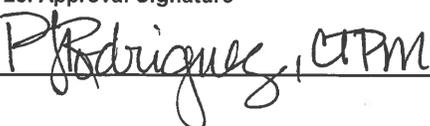
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28. Approval Signature 	Date 9/6/16	29. Vendor Signature	Date
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**TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
CONTRACT FOR SERVICES
Amendment 4 to Contract # 306-14-8149**

This Contract is entered into by and between the Texas State Library and Archives Commission (TSLAC), an agency of the State of Texas, and Precision Micrographics & Imaging, Inc., pursuant to the authority contracted and in compliance with the provisions of the Texas Government Code Chapter 441.

Except as amended below, all terms of the Original Contract # 306-14-8149 between TSLAC and Precision Micrographics & Imaging, Inc., dated December 9, 2013, and Amendment 1, dated April 24, 2014, will remain in effect.

I. CONTRACTING PARTIES

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

Michael Shea 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: Precision Micrographics & Imaging, Inc., a company located at 8204 North Lamar, Suite C-20, Austin, TX 78753. Bob Gerstenberg 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 Amendment 4 are for microfilm processing of 16mm and 35mm silver, film, diazo duplication of 16mm and 35mm microfilm, and microfiche duplication per the specifications in the Original Contract # 306-14-8149 and the agreed upon cost breakdown for the fiscal year FY17 as shown in Appendix A, which was included in Vendor's Response to RFP # 306-14-8149 as "Attachment C".

III. TERM OF CONTRACT

The terms of service under the Amendment 4 will begin September 1, 2016 and will conclude no later than August 31, 2017, unless otherwise terminated earlier by either party.

Amendment 4 is the third of four optional annual contract renewals per the terms of the Original Contract. Contract cannot be extended beyond August 31, 2018.

IV. 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 service provided with the dates of service, and the total dollar amount. Performing Vendor must place the following Contract number on each invoice issued under this Amendment 4.

TSLAC shall timely reimburse Precision Micrographics & Imaging, Inc. based upon receipt of itemized invoices submitted by Precision Micrographics & Imaging, 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 Precision Micrographics & Imaging, Inc.

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

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: 306-17-8032

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
CONTRACT FOR SERVICES
Amendment 4 to Contract # 306-14-8149**

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

OR, via email at: AP@tsl.texas.gov

V. CONTRACT AMOUNT

The total maximum amount under this Amendment 4 for the period of September 1, 2016 – August 31, 2017 is not to exceed \$25,000.00. Unit costs for individual services are those listed in Attachment C of Original Contract # 306-14-8149 (Appendix A) for Fiscal Year 2017.

VI. 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. Precision Micrographics & Imaging, Inc. will be made aware of any changes.

8. Prohibited Use of Appropriated or other Funds Under Control of State Agency; Lobbying	Updated
27. HUBs	Included
59. Supporting Documents; Right to Audit; Independent Audits	Updated
62. Insurance & Other Security	Updated
63. Workers' Compensation Insurance	Included
79. Transition	Included

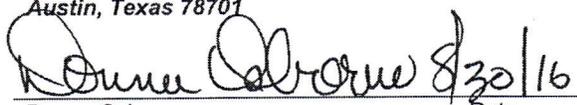
TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
CONTRACT FOR SERVICES
Amendment 4 to Contract # 306-14-8149

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

8/30/16
Date

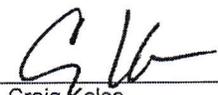
PERFORMING VENDOR

Precision Micrographics & Imaging, Inc.
8204 N. Lamar Blvd, Suite C20
Austin, Texas 78753


Bob Gerstenberg
Date

9-1-16
Date

Approved by:

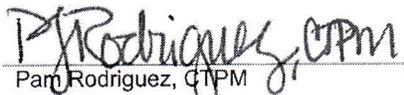

Craig Kelso
State and Local Records Management
Director

8/30/2016
Date

Vice President
Title


Michael Shea
Manager, State Record Center

8/30/16
Date


Pam Rodriguez, CTPM
Senior Purchaser

8/30/16
Date

APPENDIX A

ATTACHMENT C

RFP 306-14-8149

Vendor Response - Precision Micrographics & Imaging, Inc.

Costs Projected - Four Years

	<i>Fiscal 2014</i>	<i>Fiscal 2015</i>	<i>Fiscal 2016</i>	<i>Fiscal 2017</i>	<i>Fiscal 2018</i>
<i>Film Processing</i>	<i>Unit cost</i>				
16mm x 100'	\$7.50	\$8.25	\$9.08	\$9.99	10.99
16mm x 215'	\$10.97	\$12.06	\$13.27	\$14.60	16.06
35mm x 100'	\$11.66	\$12.83	\$14.11	\$15.52	17.07
<i>Diazo Film duplication</i>	<i>Unit cost</i>				
16mm x 100'	\$11.49	\$12.64	\$13.90	\$15.29	16.82
16mm x 215'	\$16.61	\$18.27	\$20.10	\$22.11	24.32
35mm x 100'	\$22.04	\$24.24	\$26.66	\$29.33	32.26
<i>Microfiche or Jackets - minimum 20 units</i>	\$0.80	\$1.00	\$1.10	\$1.21	1.33

TSLAC will not be utilizing Precision's Monthly transportation charges which were proposed at the rates shown below

<i>Fiscal 2014</i>	<i>Fiscal 2015</i>	<i>Fiscal 2016</i>	<i>Fiscal 2017</i>	<i>Fiscal 2018</i>
\$120	\$130	\$140	\$150	\$160

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 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 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. 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.
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.

Texas State Library and Archives Commission Terms & Conditions

- 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.
- 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, Unless otherwise specified, items shall be new and unused and of current production.
- 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.

Texas State Library and Archives Commission
Terms & Conditions

- 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.
- 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.

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- 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 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 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.

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- 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.

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 to all 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.

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- 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.
- 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 and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Vendor shall notify the TSLAC Project Manager in writing of any such damage within one (1) calendar day.
- 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.

Texas State Library and Archives Commission
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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. 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 as amended throughout the term of this Contract.
- 75. 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/>.
- 76. 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.
- 77. 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;

Texas State Library and Archives Commission Terms & Conditions

- 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.

78. 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:
 - 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").

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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.

79. 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.

80. 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.

**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 the Payment Section of this Contract. If you prefer to submit your invoice electronically, **use the following email address:** ap@tsl.texas.gov
3. Your invoice must show vendor name and remit to address.
4. Invoice must be issued to the Texas State Library and Archives Commission (TSLAC).
5. The Contract Number must be on the invoice and packing slips. Invoices submitted without the Purchase Order Number are not in compliance and will result in delays in payment processing.
6. Vendor's Texas Identification Number (if issued) or Federal Tax ID Number must be on the invoice. Vendors who have not been issued a Texas Identification Number should contact the TSLAC Accounting Office at (512) 463-5473 for assistance.
7. Invoice must have description of each item or service, that corresponds with the description on the 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 the Payment Section of the 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>

**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. 306-16-8051	12. HUB: W/O/F	13. Order Type: Service
	5. PCC Q	14. Vendor Identification No: ██████████	
2. Agency Billing Address **ACCOUNTING DEPARTMENT** Texas State Library & Archives Commission PO Box 12516 Austin, TX 78711-2516 Email invoices to: AP@tsl.texas.gov Phone: (512) 463-5473; Fax: (512) 475-0185	6. Current Document No.	15. Vendor Address: Precision Micrographics & Imaging, Inc. 8204 N. Lamar Blvd, Ste C-20 Austin, TX 78753	
	7. Document (order) amt \$25,000.00	16. Vendor Contact Info: Bob Gerstenberg Phone: (512) 832-6602 Fax: (512) 832-5301 Email: premicro@aol.com	
3. Destination of goods or service FOB Destination Attn: Michael Shea State Records Center 4400 Shoal Creek Blvd Loading Dock #1 Austin, TX 78756	8. REF DOC	9. Service Period or Expected Delivery Date: 9/1/2015 - 8/31/2016	
	10. Agency Contact: Pam Rodriguez Email: prodriguez@tsl.texas.gov	Phone: (512) 463-3037 Fax: (512) 475-3393	
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."	11. TSLAC Project Contact: Michael Shea Email: mshea@tsl.texas.gov		Phone: (512) 475-5151

17. Description

2nd Renewal Option of Contract awarded under RFP 306-14-8149, Appendix F - TSLAC's Terms and Conditions and Attachment C, Bid Prices for Fiscal Years FY14, FY15, FY16, FY17 & FY18
 FY16 Processing Cost

- Reel Processing, 16mm x 100' - \$9.08
- Reel Processing, 16mm x 215' - \$13.27
- Reel Processing, 35mm x 100' - \$14.11
- Diazo duplication, 16mm x 100' - \$13.90
- Diazo duplication, 16mm x 215' - \$20.10
- Diazo duplication, 35mm x 100' - \$26.66
- Microfiche or Jackets, minimum of 20 units - \$1.10

Vendor to invoice.

18. SFX	INDEX	AY	COBJ	AOBJ	AMOUNT	INVOICE NO.
001	66207	16	7273	7699	\$25,000.00	

19. Line No	20. Goods & Service	21. NIGP Code	22. Qty	23. Units	24. Unit Price	25. Extended Amt
1.	Amendment 3 for the 2nd of 4 renewal option of contract # 306-14-8149.	915-68	1	Lot(s)	\$25,000.00	\$25,000.00

INTERNAL PO ONLY

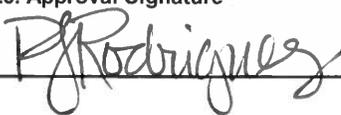
Grand Total \$25,000.00

26. Legal Cites:

27. Division Tracking Number: SLRM 16-025

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 8/26/2015	29. Vendor Signature	Date
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**TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
CONTRACT FOR SERVICES
AMENDMENT 3 TO CONTRACT: 306-14-8149**

I. Contracting Parties

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

The Performing Vendor: Precision Micrographics & Imaging, Inc.

Except as amended below, all terms of the original Contract 306-14-8149 between TSLAC and Precision Micrographics, Inc. dated December 9, 2013, and Amendment 1 dated April 24, 2014, remain in effect.

This Amendment 3 is the 2nd of four renewal options under the terms of the original Contract.

II. Statement of Services to be Performed

Services performed under this Amendment 3 are for microfilm processing for 16mm and 35mm silver film, diazo duplication of 16mm and 35mm microfilm, and micro fiche duplication per the specifications in the original Contract 306-14-8149 and the agreed upon cost breakdown for fiscal year FY16 as shown in Attachment C. Vendor's Response to RFP 306-14-8149.

III. Term of Contract

The term of service under this Amendment 3 will begin September 1, 2015, and will conclude no later than August 31, 2016, unless otherwise terminated earlier by either party.

IV. Payment for Services

Place the following tracking number on the invoice for this Amendment 3. Tracking numbers for remaining two terms will be assigned for future renewals. Invoices for services must contain the following tracking numbers for the time period covered in this Amendment 3.

September 1, 2015 – August 31, 2016 ~ **Tracking Number: 306-16 8051**

Invoices for services provided under this Amendment 3 must contain the tracking number listed above and be submitted to the following address. Invoices not submitted to either the physical OR email address below **will not** be accepted.

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

OR

AP@tsl.texas.gov

V. Contract Amount

The total maximum amount under this Amendment 3 for the period of September 1, 2015 through August 31, 2016, is not to exceed \$25,000.00. Unit costs for individual services are those listed in Attachment C for Fiscal Year 2016.

VI. General

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

TSLAC Terms and Conditions Additions (Appendix B)

- | | |
|--------------------------|--|
| 1. Notices | 53. Termination for Convenience |
| 2. Debarred Vendors List | 54. Termination Remedies |
| 3. Duty to Disclose | 55. Survival Terms |
| 7. No Other Benefits | 56. Supporting Documents; Right to Audit; Independent Audits |

- 8. Prohibited Use of Appropriated or Other Funds Under Control of State Agency; Lobbying
- 10. Confidentiality and Open Records
- 12. No Conflicts
- 13. Specifications

- 14. Permits, Licenses
- 16. Control; Ownership; Legal Proceedings
- 17. Time Limits
- 24. Liability for Taxes
- 25. Indemnification
- 29. Infringements
- 39. Property Rights
- 50. Drug Free Workplace

- 59. Insurance & Other Security

- 60. Workers' Compensation Insurance Coverage
- 61. Workers Compensation & Employers Liability
- 62. Vendor Responsibility for Damage to Government Property
- 70. Texas Bidder
- 71. Environmental Protection
- 72. TSLAC Anti-Fraud Policy
- 74. Provision for Direct Deposit
- 75. Disclosure of Security Breach
- 76. Information Security Requirements
- 77. E-Verify

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

Receiving Agency

Performing Agency

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

Precision Micrographics & Imaging, Inc.
8204 North Lamar, Suite C-20
Austin, Texas 78753

E Seidenberg

R.W. Gerstenberg

Edward Seidenberg
Assistant State Librarian

Signature (Must be an official empowered to enter into contracts)

08-26-2015

R.W. Gerstenberg

Date

Printed Name

K.P.

Approved:

Printed Title

Donna Osborne 7/23/15

8-26-15

Donna Osborne
Chief Fiscal Officer

Date

Date

GK

8/24/15

Craig Kelso
Director of State & Local Records Management

Date

Michael Shea

7/16/15

Michael Shea
Project Coordinator

Date

Rebecca Pozner

8/13/15

Purchaser

Date

ATTACHMENT C

RFP 306-14-8149

Vendor Response - Precision Micrographics & Imaging, Inc.

Costs Projected - Four Years

	<i>Fiscal 2014</i>	<i>Fiscal 2015</i>	<i>Fiscal 2016</i>	<i>Fiscal 2017</i>	<i>Fiscal 2018</i>
<i>Film Processing</i>	<i>Unit cost</i>				
16mm x 100'	\$7.50	\$8.25	\$9.08	\$9.99	10.99
16mm x 215'	\$10.97	\$12.06	\$13.27	\$14.60	16.06
35mm x 100'	\$11.66	\$12.83	\$14.11	\$15.52	17.07
 <i>Diazo Film duplication</i>	 <i>Unit cost</i>				
16mm x 100'	\$11.49	\$12.64	\$13.90	\$15.29	16.82
16mm x 215'	\$16.61	\$18.27	\$20.10	\$22.11	24.32
35mm x 100'	\$22.04	\$24.24	\$26.66	\$29.33	32.26
 <i>Microfiche or Jackets -</i>	 \$0.80	 \$1.00	 \$1.10	 \$1.21	 1.33
<i>minimum 20 units</i>					

TSLAC will not be utilizing Precision's Monthly transportation charges which were proposed at the rates shown below

<i>Fiscal 2014</i>	<i>Fiscal 2015</i>	<i>Fiscal 2016</i>	<i>Fiscal 2017</i>	<i>Fiscal 2018</i>
\$120	\$130	\$140	\$150	\$160

Appendix B
Texas State Library and Archives Commission
Terms and Conditions

All of the following terms and conditions are hereby made part of this contract with the Texas State Library and Archives Commission (TSLAC) by reference. 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 priority: Signed TSLAC Contract, TSLAC Terms and Conditions, Attachments to the Contract, Request for Proposals, and Vendor's Response to Request to Proposals.

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 by Section 556.005 or Section 556.008 of the Texas Government Code.
9. **Public Information Act.** Information, documentation, and other material in connection with this RFP or contract may be subject to public disclosure pursuant to Chapter 552.021 of the Texas Government Code (the "Public Information Act"). Any part of a submitted Response that is of a confidential or proprietary nature must be clearly and prominently marked on each page as such by the Vendor.
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 Genera. Within three

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(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.
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 working hours (8am-5pm, CT), unless prior approval has been obtained from the TSLAC.
 - b) No substitutions permitted without written approval of the TSLAC's Purchasing Dept.
 - c) If delay is foreseen, vendor shall give written notice to the TSLAC. Vendor must keep the TSLAC advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TSLAC to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
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, 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

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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 Chapter 2260, Texas Government Code, 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 Chapter 2260, subchapter B, of the Texas Government Code. 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 Chapter 2260, subchapter C, of the Texas Government Code. The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code 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 Chapter 2155.004 of the Texas Government Code, the Vendor has not received compensation for participation in the preparation of the specifications for this RFP or contract.
- 24. 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 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 Section 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 Chapter 2155.004 of the Texas Government Code, the vendor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. Vendor represents and warrants that it is not delinquent in the payment of any franchise taxes owed the State.
- 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 SUTIS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

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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 Sections 403.055, 403.0551, 2252.903 of the Texas Government Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State.
30. **Executive Head of a State Agency.** Pursuant to §669.003, Government Code, 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 Proposal, 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 Auditors 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 Auditors 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 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.

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- 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.

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

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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 \$1000 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 \$2000 rather than \$1000 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.

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- 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.
- 50. Ethics.** Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Chapter 2155.003 of the Texas Government Code. The Rule outlines the ethical standards required of public purchaser, employees, and vendors who interact with public purchasers in the conduct of state business. Specifically, a TSLAC employee may not have an interest in, or in any manner be connected with a contract or RFP for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of TSLAC or purchasers of other state agencies.
- 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 RFP 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. TSLAS also reserves the right, in its sole discretion, to terminate the Contract immediately, with written notice to the Vendor, if it is in the best interests of TSLAC or the State.
- 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.

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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 an 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 RFP. 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 Section 2262.003 of the Texas Government Code, 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 Section 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 until December 31, 2021.
- 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.

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- 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.

- 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, Section 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;

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- 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 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

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- 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 and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Vendor shall notify the TSLAC Project Manager in writing of any such damage within one (1) calendar day.
- 66. Vendor Performance.** The TSLAC may monitor the performance of the Contract issued under this RFP. 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.
- 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 Government Code, Chapter 2260. Vendor or Vendor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing services

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under any Contract resulting from this RFP. 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 RFP, 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 RFP.

- 71. Independent Vendor.** Vendor or Vendor's employees, representatives, agents, and any subcontractors shall serve as an independent contracting in providing services under any PO. 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 Section 2155.444 of the Texas Government Code. 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. 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.
- 76. 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.
- 77. 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/>.
- 78. Provision for Direct Deposit.** The electronic funds transfer ("EFT") provisions of Texas law were codified in Section 403.016 of the Texas Government Code. 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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- 79. Disclosure of Security Breach.** Vendor shall provide notice to the Purchasing Department, Purchasing Manager at (512) 936-2774 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 Manager 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 Manager 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 Manager 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.

80. 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.

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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:
 - 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").

81. 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.

82. 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.

**STATE OF TEXAS
PURCHASE ORDER**

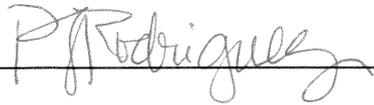
8/12/2015 - PO amended due to extra processing. See attached email.

1. Agency Name TEXAS STATE LIBRARY AND ARCHIVES COMMISSION Tax exempt agency of the Texas State Government					2. Purchase order number 306-15-8070		3. Current document number DT			
4. PCC Q	5. Agency number 306		6. Recycled Code N/A		7. Document (order) amount \$27,500.00		8. REF DOC			
9. Vendor address PRECISION MICROGRAPHICS & IMAGING INC. 8204 N LAMAR BLVD STE C-20 AUSTIN, TX 78753					10. Vendor Identification No. [REDACTED]					
12. Agency invoice address **Accounting Department Texas State Library and Archives Commission P. O. Box 12516 Austin, TX 78711-2516 Email: ap@tsl.texas.gov Phone: 512-463-5473; Fax: 512-475-0185					11. Person contacted, phone, fax, or other contact info Bob Gerstenberg Phone: 512-832-6602 Fax: 512-832-5301					
14. Agency contact: Jill Sutherland Phone: 512-936-2774; Fax: 512-475-3393; Email: jsutherland@tsl.texas.gov					13. Destination of goods or service State and Local Records Management Texas State Library and Archives Commission 4400 Shoal Creek Blvd Austin, TX 78756					
15. Order Type: Spot: Service: X Catalog: Emergency: Direct Pub:										
16. SFX	M	TC	INDEX	AY	AOBJ	COBJ	AMOUNT	INVOICE NO.		
001			66207	15		7273	\$27,500.00			
17. Service Dates or Expected Delivery Date: September 1, 2014 - August 31, 2015- F.O.B. Destination										
18. Line Number	19. Description of Goods or Services					20. NIGP Code	21. Unit	22. Qty	23. Unit Price	24. Extended Amount
1	Awarded Contract will be performed according to the terms and conditions of RFP 306-14-8149 , Appendix F TSLAC's T&C and Attachment C, Bid Prices for Fiscal years FY14, FY15, FY16, FY17 & FY18 FY15 processing cost Reel Processing, 16mm x 100' - \$8.25 Reel Processing, 16mm X 215" - \$12.06 Reel Processing, 35mm x 100' - \$12.83 Diazo duplication, 16mm x 100' - \$12.64 Diazo duplication, 16mm x 215' - \$18.27 Diazo duplication, 35mm x 100' - \$24.24 Microfiche or Jackets, minimum 20 units - \$1.00 Date of Service: Signing of Contract through August 31, 2015. There are 4 additional renewal options on this Contract issued as a result of RFP # 306-14-8149 INTERNAL PO ONLY					915-68	Lot	1	\$ 27,500.00	\$ 27,500.00
	Shipping or Freight Charges					962-86				
TOTALS										\$27,500.00
**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".										
25. Legal Cites:										
26. Division tracking number: SLRM 15-025										
27. Approval signature				Date		28. Vendor Approval		Date		
<i>CP 266 ey, CTM, CTC</i>				8-18-2015						

**STATE OF TEXAS
PURCHASE ORDER**

12/17/14 - amended PO to reflect FY15 processing prices.

Page 1 of 1

1. Agency Name TEXAS STATE LIBRARY AND ARCHIVES COMMISSION Tax exempt agency of the Texas State Government				2. Purchase order number 306-15-8070		3. Current document number DT			
4. PCC Q	5. Agency number 306		6. Recycled Code N/A		7. Document (order) amount \$25,000.00		8. REF DOC		
9. Vendor address PRECISION MICROGRAPHICS & IMAGING INC. 8204 N LAMAR BLVD STE C-20 AUSTIN, TX 78753				10. Vendor Identification No. [REDACTED]		11. Person contacted, phone, fax, or other contact info Bob Gerstenberg Phone: 512-832-6602 Fax: 512-832-5301			
12. Agency invoice address **Accounting Department Texas State Library and Archives Commission P. O. Box 12516 Austin, TX 78711-2516 Email: ap@tsl.texas.gov Phone: 512-463-5473; Fax: 512-475-0185				13. Destination of goods or service State and Local Records Management Texas State Library and Archives Commission 4400 Shoal Creek Blvd Austin, TX 78756					
14. Agency contact: Jill Sutherland Phone: 512-936-2774; Fax: 512-475-3393; Email: jsutherland@tsl.texas.gov									
15. Order Type:		Spot:	Service:	X	Catalog:	Emergency:	Direct Pub:		
16. SFX	M	TC	INDEX	AY	AOBJ	COBJ	AMOUNT	INVOICE NO.	
001			66207	15		7273	\$25,000.00		
17. Service Dates or Expected Delivery Date: September 1, 2014 - August 31, 2015- F.O.B. Destination									
18. Line Number	19. Description of Goods or Services				20. NIGP Code	21. Unit	22. Qty	23. Unit Price	24. Extended Amount
1	Awarded Contract will be performed according to the terms and conditions of RFP 306-14-8149 , Appendix F TSLAC's T&C and Attachment C, Bid Prices for Fiscal years FY14, FY15, FY16, FY17 & FY18 FY15 processing cost Reel Processing, 16mm x 100' - \$8.25 Reel Processing, 16mm X 215" - \$12.06 Reel Processing, 35mm x 100' - \$12.83 Diazo duplication, 16mm x 100' - \$12.64 Diazo duplication, 16mm x 215' - \$18.27 Diazo duplication, 35mm x 100' - \$24.24 Microfiche or Jackets, minimum 20 units - \$1.00 Date of Service: Signing of Contract through August 31, 2015. There are 4 additional renewal options on this Contract issued as a result of RFP # 306-14-8149 PO for internal purposes only				915-68	Lot	1	\$ 25,000.00	\$ 25,000.00
	Shipping or Freight Charges				962-86				
	TOTALS								\$25,000.00
**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".									
25. Legal Cites:									
26. Division tracking number: SLRM 15-025									
27. Approval signature 				Date 12/17/14		28. Vendor Approval			Date

**STATE OF TEXAS
PURCHASE ORDER**

1. Agency Name TEXAS STATE LIBRARY AND ARCHIVES COMMISSION Tax exempt agency of the Texas State Government					2. Purchase order number 306-15-8070		3. Current document number DT			
4. PCC Q	5. Agency number 306		6. Recycled Code N/A		7. Document (order) amount \$25,000.00		8. REF DOC			
9. Vendor address PRECISION MICROGRAPHICS & IMAGING INC. 8204 N LAMAR BLVD STE C-20 AUSTIN, TX 78753					10. Vendor Identification No. [REDACTED]					
12. Agency invoice address **Accounting Department Texas State Library and Archives Commission P. O. Box 12516 Austin, TX 78711-2516 Email:ap@tsl.texas.gov Phone: 512-463-5473; Fax: 512-475-0185					11. Person contacted, phone, fax, or other contact info Bob Gerstenberg Phone: 512-832-6602 Fax: 512-832-5301					
14. Agency contact: Jill Sutherland Phone: 512-936-2774; Fax: 512-475-3393; Email: jsutherland@tsl.texas.gov					13. Destination of goods or service State and Local Records Management Texas State Library and Archives Commission 4400 Shoal Creek Blvd Austin, TX 78756					
15. Order Type: Spot: Service: x Catalog: Emergency: Direct Pub:										
16. SFX 001	M	TC	INDEX 66207	AY 15	AOBJ	COBJ 7273	AMOUNT \$25,000.00		INVOICE NO.	
17. Service Dates or Expected Delivery Date: September 1, 2014 - August 31, 2015- F.O.B. Destination										
18. Line Number	19. Description of Goods or Services					20. NIGP Code	21. Unit	22. Qty	23. Unit Price	24. Extended Amount
1	Awarded Contract will be performed according to the terms and conditions of RFP 306-14-8149 , Appendix F TSLAC's T&C and Attachment C, Bid Prices for Fiscal years FY14, FY15, FY16, FY17 & FY18 FY14 processing cost Reel Processing, 16mm x 100' - \$7.50 Reel Processing, 16mm X 215" - \$10.97 Reel Processing, 35mm x 100' - \$11.66 Diaz duplication, 16mm x 100' - \$11.49 Diaz duplication, 16mm x 215' - \$16.61 Diaz duplication, 35mm x 100' - \$22.04 Date of Service: Signing of Contract through August 31, 2014. There are 4 additional renewal options on this Contract issued as a result of RFP # 306-14-8149 PO for internal purposes only					915-68	Lot	1	\$ 25,000.00	\$ 25,000.00
Shipping or Freight Charges						962-86				
TOTALS										\$25,000.00
**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".										
25. Legal Cites:										
26. Division tracking number: SLRM 15-025										
27. Approval signature <i>Jill Sutherland</i> CRM, CRM					Date 8/12/14		28. Vendor Approval			Date

Current Year #: 306-15-8070

**TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
CONTRACT FOR SERVICES
AMENDMENT 2 TO CONTRACT: 306-14-8149**

I. Contracting Parties

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

The Performing Vendor: Precision Micrographics & Imaging, Inc.

Except as amended below, all terms of the original contract between TSLAC and Precision Micrographics, Inc. dated December 9, 2013, and Amendment 1 dated April 24, 2014.

Amendment 2 is the 1st of 4 renewal options.

II. Statement of Services to be Performed

Services performed under this contract are for microfilm processing for 16mm and 35mm silver film, diazo duplication of 16mm and 35mm microfilm, and micro fiche duplication per the specifications in the original contract, 306-14-8149.

III. Term of Contract

The term of service will begin September 1, 2013 and will conclude no later than August 31, 2015, unless otherwise terminated earlier by either party.

IV. Payment for Services

Invoices for services must contain the following tracking numbers for the time period listed.

Contract Term (SFY 2014): September 1, 2013 – August 31, 2014 ~ **Tracking Number: 306-14-8149**

Contract Term (SFY 2015): September 1, 2014 – August 31, 2015 ~ **Tracking Number: 306-15-8070**

Invoices for services must contain the tracking number listed above and be submitted to the following address. Invoices not sent to either the physical OR email address below **will not** be accepted.

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

OR

AP@tsl.texas.gov

V. Contract Amount

Amendment amount for the period of September 1, 2013 through August 31, 2014 is \$34,000.00.

Renewal amount for the period of September 1, 2014 through August 31, 2015 is \$25,000.00.

Current Year #: 306-15-8070

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

Receiving Agency

Performing Agency

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

Precision Micrographics & Imaging, Inc.
8204 North Lamar, Suite C-20
Austin, Texas 78753

E Seidenberg

R W Gerstenberg

Edward Seidenberg
Assistant State Librarian

Signature (Must be an official empowered to enter into contracts)

08-07-2014

R.W. Gerstenberg

Date

Printed Name

V. P.

Approved:

Donna Osborne 8/14

Printed Title

S-11-14

Donna Osborne
Chief Fiscal Officer

Date

C Kelso

8/7/14

Craig Kelso
Director of State & Local Records Management

Date

Michael Shea

8/8/14

Michael Shea
Project Coordinator

Date

Jill Sutherland CTPM, CTCM 8/11/14

Jill Sutherland, CTPM, CTCM
Senior Purchaser

Date

**STATE OF TEXAS
PURCHASE ORDER**

8/12/14- PO Amended per email dated 8/7/14

Page 1 of 1

1. Agency Name TEXAS STATE LIBRARY AND ARCHIVES COMMISSION Tax exempt agency of the Texas State Government				2. Purchase order number 306-14-8149		3. Current document number DT			
4. PCC Q	5. Agency number 306	6. Recycled Code N/A		7. Document (order) amount \$22,000.00		8. REF DOC			
9. Vendor address PRECISION MICROGRAPHICS & IMAGING INC. 8204 N LAMAR BLVD STE C-20 AUSTIN, TX 78753				10. Vendor Identification No. [REDACTED]					
12. Agency invoice address **Accounting Department Texas State Library and Archives Commission P. O. Box 12516 Austin, TX 78711-2516 Email: invoices.accounting@tsl.state.tx.us Phone: 512-463-5473; Fax: 512-475-0185				11. Person contacted, phone, fax, or other contact info Bob Gerstenberg Phone: 512-832-6602 Fax: 512-832-5301					
13. Destination of goods or service State and Local Records Management Texas State Library and Archives Commission 4400 Shoal Creek Blvd Austin, TX 78756				14. Agency contact: Renee Pogue; Phone: 512-463-5488; Fax: 512-475-3393; Email: rpogue@tsl.state.tx.us					
15. Order Type:		Spot:	Service: x	Catalog:	Emergency:	Direct Pub:			
16. SEFX	M	TC	INDEX	AY	AOBJ	COBJ	AMOUNT	INVOICE NO.	
001			66207	14		7273	\$10,000.00		
001			66206	14		7273	\$24,000.00		
17. Service Dates or Expected Delivery Date: Signing of Contract - August 31, 2014 - F.O.B. Destination									
18. Line Number	19. Description of Goods or Services				20. NIGP Code	21. Unit	22. Qt	23. Unit Price	24. Extended Amount
1	<p>Awarded Contract will be performed according to the terms and conditions of RFP 306-14-8149, Appendix F TSLAC's T&C and Attachment C, Bid Prices for Fiscal years FY14, FY15, FY16, FY17 & FY18</p> <p>FY14 processing cost Reel Processing, 16mm x 100' - \$7.50 Reel Processing, 16mm X 215' - \$10.97 Reel Processing, 35mm x 100' - \$11.66 Diazo duplication, 16mm x 100' - \$11.49 Diazo duplication, 16mm x 215' - \$16.61 Diazo duplication, 35mm x 100' - \$22.04</p> <p>Date of Service: Signing of Contract through August 31, 2014. There are 4 additional renewal options on this Contract issued as a result of RFP # 306-14-8149</p> <p>PO for internal purposes only This purchase order is to be used on an as needed basis and may be used in part, in whole, or not at all as deemed necessary by the Texas State Library and Archives Commission. Purchase Order Terms & Conditions and Invoicing Instructions are attached Vendor should note that the annual total of invoice amounts cannot exceed the total purchase order amount without prior approval from the Purchasing Department.</p> <p>This purchase is contingent upon the continued availability of appropriations and may be cancelled with no additional cost to the agency if appropriations become unavailable. If this contract is cancelled due to the unavailability of appropriations, the agency will only pay for services that have already been rendered up to the date of cancellation.</p> <p>Per Texas Tax Code 151.309, the Texas State Library and Archives Commission is a tax-exempt agency. If you need further proof of this please contact the Agency Contact in box 14.</p> <p>Please sign & date in box #28 to verify receipt, that the PO is accurate and to agree to the terms and conditions provided. The PO cannot be used until a signature has been received. Fax the PO back to 512-475-3393.</p>				915-68	Lot	1	\$ 22,000.00	\$ 22,000.00
	Shipping or Freight Charges				962-86				
	TOTALS								\$22,000.00
**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".									
25. Legal Cites:									
26. Division tracking number: SLRM 14-047, commission approval 4/8/14									
27. Approval signature <i>Jane Suthalano</i> CTM, COM				Date 8/12/14		28. Vendor Approval		Date	

**STATE OF TEXAS
PURCHASE ORDER**

1. Agency Name TEXAS STATE LIBRARY AND ARCHIVES COMMISSION Tax exempt agency of the Texas State Government				2. Purchase order number 306-14-8149		3. Current document number DT		
4. PCC Q	5. Agency number 306	6. Recycled Code N/A		7. Document (order) amount \$10,000.00		8. REF DOC		
9. Vendor address PRECISION MICROGRAPHICS & IMAGING INC. 8204 N LAMAR BLVD STE C-20 AUSTIN, TX 78753				10. Vendor Identification No. [REDACTED]		11. Person contacted, phone, fax, or other contact info Bob Gerstenberg Phone: 512-832-6602 Fax: 512-832-5301		
12. Agency invoice address **Accounting Department Texas State Library and Archives Commission P. O. Box 12516 Austin, TX 78711-2516 Email: invoices.accounting@tsl.state.tx.us Phone: 512-463-5473; Fax: 512-475-0185				13. Destination of goods or service State and Local Records Management Texas State Library and Archives Commission 4400 Shoal Creek Blvd Austin, TX 78756				
14. Agency contact: Renee Pogue; Phone: 512-463-5488; Fax: 512-475-3393; Email: rpogue@tsl.state.tx.us								
15. Order Type: Spot: Service: <input checked="" type="checkbox"/> Catalog: Emergency: Direct Pub:								
16. SFX	M	TC	INDEX	AY	AOBJ	COBJ	AMOUNT	INVOICE NO.
001			66207	14		7273	\$10,000.00	
17. Service Dates or Expected Delivery Date: Signing of Contract - August 31, 2014 - F.O.B. Destination								
18. Line Number	19. Description of Goods or Services			20. NIGP Code	21. Unit	22. Qty	23. Unit Price	24. Extended Amount
1	Awarded Contract will be performed according to the terms and conditions of RFP 306-14-8149, Appendix F TSLAC's T&C and Attachment C, Bid Prices for Fiscal years FY14, FY15, FY16, FY17 & FY18 FY14 processing cost Reel Processing, 16mm x 100' - \$7.50 Reel Processing, 16mm X 215" - \$10.97 Reel Processing, 35mm x 100' - \$11.66 Diazo duplication, 16mm x 100' - \$11.49 Diazo duplication, 16mm x 215' - \$16.61 Diazo duplication, 35mm x 100' - \$22.04 Date of Service: Signing of Contract through August 31, 2014. There are 4 additional renewal options on this Contract issued as a result of RFP # 306-14-8149 PO for internal purposes only This purchase order is to be used on an as needed basis and may be used in part, in whole, or not at all as deemed necessary by the Texas State Library and Archives Commission. Purchase Order Terms & Conditions and Invoicing Instructions are attached Vendor should note that the annual total of invoice amounts cannot exceed the total purchase order amount without prior approval from the Purchasing Department. This purchase is contingent upon the continued availability of appropriations and may be cancelled with no additional cost to the agency if appropriations become unavailable. If this contract is cancelled due to the unavailability of appropriations, the agency will only pay for services that have already been rendered up to the date of cancellation. Per Texas Tax Code 151.309, the Texas State Library and Archives Commission is a tax-exempt agency. If you need further proof of this please contact the Agency Contact in box 14. Please sign & date in box #28 to verify receipt, that the PO is accurate and to agree to the terms and conditions provided. The PO cannot be used until a signature has been received. Fax the PO back to 512-475-3393.			915-68	Lot	1	\$ 10,000.00	\$ 10,000.00
Shipping or Freight Charges				962-86				
TOTALS								\$10,000.00
**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".								
25. Legal Cites:								
26. Division/tracking number: SLRM 14-047								
27. Approval signature <i>Renee Pogue, CPA, CTCM</i>				Date <i>12/11/13</i>	28. Vendor Approval		Date	

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
Amendment to Contract for Services
Contract # 306-14-8149

This Amendment is entered into by and between the Texas State Library and Archives Commission (TSLAC) and Precision Micrographics & Imaging, Inc., pursuant to the authority contracted and in compliance with the provision of the Texas Government Code Chapter 441.

Except as amended below, all terms of the original contract remain in effect.

Effective April 8, 2014, the contract amount for this contract has been increased.

V. CONTRACT AMOUNT

The total amount of this contract shall not exceed **\$22,000.00 (twenty-two thousand and no/100 dollars)** without prior approval from the Receiving Agency's Purchasing Department.

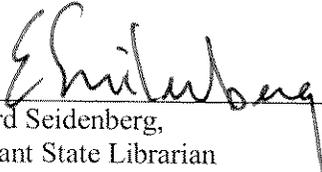
In the event total services may exceed \$22,000.00, an amended Contract must be negotiated.

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; and (2) the services, supplies or materials contracted for are not required by Section 21, Article 16, of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY

Texas State Library and Archives Commission

*1201 Brazos Street
Austin, Texas 78701*



Edward Seidenberg,
Assistant State Librarian

04-23-2014

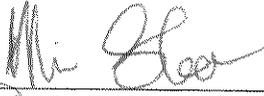
Date

Approved: 

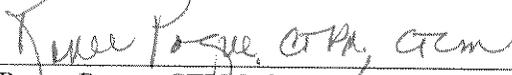
Donna Osborne,
Chief Financial Officer



Craig Kelso, SLRM Director



Michael Shea, Project Coordinator



Renee Pogue, CTRM, CTCM

PERFORMING VENDOR

*Precision Micrographics &
Imaging, Inc.
8204 North Lamar, Suite C-20
Austin, Texas 78753*

Signature
(Must be an official empowered to
enter into contract)

Title

Date

4/21/14

Date

4/22/14

Date

4/23/14

Date

4/23/14

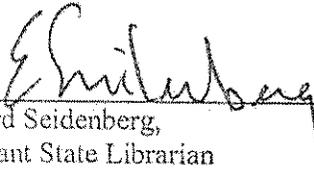
Date

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; and (2) the services, supplies or materials contracted for are not required by Section 21, Article 16, of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY

Texas State Library and Archives Commission

*1201 Brazos Street
Austin, Texas 78701*



Edward Seidenberg,
Assistant State Librarian

04-23-2014

Date

Approved: 

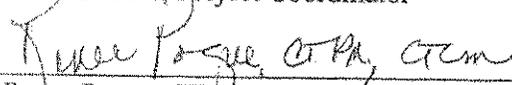
Donna Osborne,
Chief Financial Officer



Craig Kelso, SLRM Director



Michael Shea, Project Coordinator



Renee Pogue, CTRM, CTCM

PERFORMING VENDOR

*Precision Micrographics &
Imaging, Inc.
8204 North Lamar, Suite C-20
Austin, Texas 78753*



Signature

(Must be an official empowered to enter into contract)
V.P.

Title

Date *4-24-14*

4/21/14

Date

4/22/14

Date

4/23/14

Date

4/23/14

Date

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
Contract for Services
Contract # 306-14-8149

This Contract is entered into by and between the Texas State Library and Archives Commission (TSLAC) and Precision Micrographics & Imaging, 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)

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

The Performing Vendor: Precision Micrographics & Imaging, Inc. (Precision Micrographics)

Bob Gerstenberg will serve as the Project coordinator and primary contact on all services performed under this contract. Precision Micrographics may reassign Project Coordinator responsibilities in consultation with TSLAC. Precision Micrographics will notify TSLAC within twenty-four (24) hours of making any reassignments.

II. STATEMENT OF SERVICES TO BE PERFORMED

Services performed under this contract are for microfilm processing for 16mm and 35mm silver film, diazo duplication of 16mm and 35mm microfilm, and micro fiche duplication. All services performed will meet the specifications outlined in RFP # 306-14-8149 (Appendix A), the attached change to (Appendix F), *Item # 5 Public Information Act* of TSLAC's Terms and Conditions, the Performing Vendor's response (Appendix B), and (Appendix C) the agreed upon cost breakdown and cost for the next four (4) fiscal years. Responsibilities for each Party are detailed below.

A. TSLAC Responsibilities

1. TSLAC will deliver new film for processing/duplication and pick up film originals and copies upon completion from Precision Micrographics.
2. TSLAC may pick up duplicated copies, along with original film, within 24 hours of receipt by Precision Micrographics.
3. TSLAC may deliver shipments to Precision Micrographics five days per week (Monday through Friday) during normal business hours, from 8 a.m – 5 p.m. CT, excluding holidays.
Holidays include: Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, Day after Christmas, New Year's Day, Martin Luther King, Jr. Day, President's Day
4. In order to insure the equipment is properly calibrated for specific jobs, TSLAC runs camera tests at the onset of each new project which consists of images from a specific set to verify density and clarity. When the camera has been serviced or unoccupied by twenty (20) working days, Precision Micrographics will receive a test from TSLAC and is required to create a document test to ensure proper readings and forward the film from the camera test created to TSLAC.

B. Precision Micrographics' Responsibilities

1. Precision Micrographics agrees that all work performed under this contract must comply with Microfilm Standards and Procedures, TAC Title 13, Chapter 7, §§7.21-7.35. These standards are also listed in Appendix B of RFP # 306-14-8149.
2. Precision Micrographics must receive and process shipments delivered by TSLAC five days per week (Monday through Friday) during normal business hours, from 8 a.m. – 5 p.m. CT, excluding holidays, listed in paragraph A.3 above.
3. Within 24-hours of receipt, Precision Micrographics will process and have available for TSLAC's pick up original film for processing/duplication and duplicated copies.
4. Precision Micrographics must perform a methylene blue test on each machine used for this Project each week and provide results to TSLAC no later than Monday of the following week for the previous weeks' tests.
5. Precision Micrographics must process a control strip at the beginning of each day and a separate control strip with each batch of processed film. Documentation of results must be submitted to TSLAC the following Monday for the previous weeks' tests.
6. Precision Micrographics must notify TSLAC of any problems or concerns relating to newly received film within four (4) hours of receipt.
7. Precision Micrographics must respond to inquiries from TSLAC within four (4) business hours of receipt if inquiry is made before 1:00 p.m. on a normal business day; response is required no later than 9:00 a.m. the next business day if TSLAC's inquiry is made after 1:00 p.m.
8. For billing verification, Precision Micrographics' monthly invoice must detail the type of film processed/duplicated, number of rolls, and dates processed or duplicated in each order, and will not exceed the per unit cost for the type of processed/duplicated film as shown in Attachment C and Precision Micrographics' response to this RFP.
9. After the camera has been serviced or unoccupied for twenty (20) working days, Precision Micrographics must create a document test which consists of images from a specific set (provided by TSLAC) to verify density and clarity. Film must be returned to TSLAC after the test.

III. TERM OF CONTRACT

The term of service will begin upon receipt of a fully executed Contract and will conclude August 31, 2014, unless otherwise terminated earlier by either party. This Contract has four (4) one-year renewal options that may be exercised by TSLAC, at TSLAC's sole discretion. If TSLAC determines that the Contract will be renewed, TSLAC will provide written notification to the Vendor thirty (30) days prior to expiration date of this Contract.

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

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.

This Contract is subject to availability of funds and may be cancelled with no additional cost to the agency if appropriations become unavailable. If this Contract is cancelled due to the

unavailability of appropriations, the agency will only pay for services that have already been rendered up to the date of cancellation.

IV. PAYMENT FOR SERVICES

In accordance with the Texas Prompt Payment Act, TSLAC shall timely pay Precision Micrographics based upon receipt and acceptance of Project deliverables and receipt of accurate itemized invoices submitted by Precision Micrographics in compliance with paragraph B.8 of Section II of this Contract. Payments shall be made by TSLAC's issuance of state warrants or electronic transfer of payment to Precision Micrographics.

Monthly invoice must detail the type of film processed/duplicated, number of rolls, and dates processed or duplicated in each order. Precision Micrographics may not submit invoices for unauthorized expenses under the terms of this Contract which were not incurred by Precision Micrographics in performance of this Contract.

Precision Micrographics' monthly invoices will not exceed the per unit reimbursement cost for the type of processed/duplicated film as shown in Attachment C, and detailed in Precision Micrographics' response to this RFP.

Invoices must contain the Vendor name, Texas Identification Number (TIN), remittance address (city, state, zip code), telephone number, TSLAC's full name, delivery address, the contract number (see below), a description of the dates of service and the total dollar amount.

Invoices for services must contain the Receiving Agency's Contract number 306-14-8149 and be submitted to the following address:

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

or

Invoices.accounting@tsl.state.tx.us

or

FAX: 512-475-3393

Vendor must submit invoices as instructed above for all items received by and accepted by the Receiving Agency. TSLAC is not responsible for invoices that were not submitted in accordance with these requirements.

It is the vendor's responsibility to ensure invoices are received by TSLAC.

V. CONTRACT AMOUNT

The total amount of this contract shall not exceed **\$10,000.00 (ten thousand and no/100 dollars)** without prior approval from the Receiving Agency's Purchasing Department.

In the event total services may exceed \$10,000.00, an amended Contract must be negotiated.

VI. TERMS AND CONDITIONS

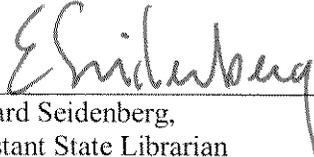
TSLAC's Terms and Conditions are those listed in Appendix F of RFP 306-14-8149 and the attached change to Item # 5 of Appendix F. They will become part of this Contract for all purposes. The Texas State Library and Archives Commission reserves the right to amend and or add to TSLAC's terms and conditions as necessary. TSLAC will provide Vendor notice of any changes.

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; and (2) the services, supplies or materials contracted for are not required by Section 21, Article 16, of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY

Texas State Library and Archives Commission

*1201 Brazos Street
Austin, Texas 78701*



Edward Seidenberg,
Assistant State Librarian

12-04-2013

Date

PERFORMING VENDOR

*Precision Micrographics &
Imaging, Inc.*

*8204 North Lamar, Suite C-20
Austin, Texas 78753*

Signature
(Must be an official empowered to
enter into contract)

Title

Date

Approved:



Donna Osborne,
Chief Financial Officer

Date



Craig Kelso, SLRM Director

Date



Michael Shea, Project Coordinator

Date

12/11/13



Renee Pogue, CTPM, CTCM

Date

ATTACHMENT C

RFP 306-14-8149

Vendor Response - Precision Micrographics & Imaging, Inc.

Costs Projected - Four Years

	Fiscal 2014	Fiscal 2015	Fiscal 2016	Fiscal 2017	Fiscal 2018
	<i>Unit cost</i>				
<i>Film Processing</i>					
16mm x 100'	\$7.50	\$8.25	\$9.08	\$9.99	10.99
16mm x 215'	\$10.97	\$12.06	\$13.27	\$14.60	16.06
35mm x 100'	\$11.66	\$12.83	\$14.11	\$15.52	17.07
<i>Diazo Film duplication</i>	<i>Unit cost</i>				
16mm x 100'	\$11.49	\$12.64	\$13.90	\$15.29	16.82
16mm x 215'	\$16.61	\$18.27	\$20.10	\$22.11	24.32
35mm x 100'	\$22.04	\$24.24	\$26.66	\$29.33	32.26
<i>Microfiche or Jackets - minimum 20 units</i>	\$0.80	\$1.00	\$1.10	\$1.21	1.33

TSLAC will not be utilizing Precision's Monthly transportation charges which were proposed at the rates shown below

Fiscal 2014	Fiscal 2015	Fiscal 2016	Fiscal 2017	Fiscal 2018
\$120	\$130	\$140	\$150	\$160

Addition/Change to Appendix F
Item #5
Texas State Library and Archives Commission
Terms and Conditions

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.

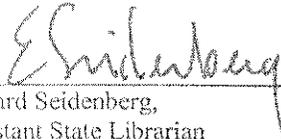
1. **Sales and Use Tax.** The TSLAC, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Vendor may be able to claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts. Excise Tax Exemption Certificates are available upon request.
2. **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.
3. **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.
4. **Prohibited Use of Appropriated or Other Funds Under Control of State Agency; Lobbying.** Vendor represents and warrants that TSLAC's payment to Vendor and Vendor's receipt of appropriated or other funds under this any resulting Contract are prohibited by Section 556.005 or Section 556.008 of the Texas Government Code.
5. **Public Information Act. Information, documentation, and other material in connection with this RFP or contract may be subject to public disclosure pursuant to Chapter 552.021 of the Texas Government Code (the "Public Information Act"). Any part of a submitted Response that is of a confidential or proprietary nature must be clearly and prominently marked on each page as such by the Vendor. 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.**

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; and (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.

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Texas State Library and Archives Commission

*1201 Brazos Street
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Edward Seidenberg,
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12-04-2013

Date

PERFORMING VENDOR

*Precision Micrographics &
Imaging, Inc.
8204 North Lamar, Suite C-20
Austin, Texas 78753*



Signature
(Must be an official empowered to
enter into contract)

V.P.

Title

Date
12-9-2013

Approved:



Donna Osborne,
Chief Financial Officer

Date



Craig Kelso, SLRM Director

Date



Michael Shea, Project Coordinator

Date

12/10/13



Rence Pogue, CTPM, CTCM

Date