

# Texas State Library and Archives Commission

## Library Services and Technology Act (LSTA) - Terms and Conditions

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### I. GENERAL TERMS AND CONDITIONS

- A. The Vendor will comply with the following parts of the Texas Comptroller of Public Accounts UGMS as adopted June 2004 and revised March 7, 2016, located at: [www.comptroller.texas.gov/purchasing/docs/ugms.pdf](http://www.comptroller.texas.gov/purchasing/docs/ugms.pdf).
- B. The Vendor will comply with Uniform Guidance 2 CFR Chapter II, Part 200 and Chapter XXXI, Part 3187.
- C. Vendor will comply with all Federal statutes and their implementing regulations relating to nondiscrimination. These include but are not limited to:
  - (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin;
  - (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
  - (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §701 *et seq.* including §794), which prohibits discrimination on the basis of disability;
  - (d) The Age Discrimination in Employment Act of 1974, as amended (42 U.S.C. §6101 *et seq.*), which prohibits discrimination on the basis of age;
  - (e) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and
  - (f) The requirements of any other nondiscrimination statute(s) which may apply to the application.
- D. The Vendor, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Vendor and its employees may not
  - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 2. Procure a commercial sex act during the period of time that the award is in effect; or
  - 3. Use forced labor in the performance of the award or subawards under the award.
- E. The Vendor certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Vendor shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Vendor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all Vendors shall certify and disclose accordingly, as specified in Title 31 U.S. Code, Sec. 1352.
- F. Vendor's authorized representative certifies to the best of his or her knowledge and belief that neither Vendor nor any of its principals:
  - (a) Are presently excluded or disqualified;
  - (b) Have been convicted within the preceding three years of any of the offenses listed in 2 CFR Part § 180.800 (a) or have a civil judgment rendered against it or them for one of those offenses within that time period;
  - (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR Part § 180.800 (a); or
  - (d) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Vendor is unable to certify to any of the statements in this certification, the Vendor shall attach an explanation to these Terms and Conditions.
- G. Vendor understands that acceptance of funds under this contract acts as acceptance of the authority of the Texas State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by Sub-Contractors through Vendor, and the requirement to cooperate, is included in any sub-grant awarded.

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- H. The Vendor agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2018-2022 is submitted on December 31, 2023. The Contractor will maintain their records through December 31, 2026. However, Vendor must maintain records longer as follows:
1. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
  2. When notified in writing by TSLAC to extend the retention period.
- I. The Vendor agrees to develop or revise, as necessary, any specific written documentation of its current procedures for
- (1) collecting and reporting performance measures;
  - (2) conducting a fixed asset inventory; and,
  - (3) any other issues identified in Vendor's internal audit report or grant activities.
- Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Vendor. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.
- J. Vendor may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Vendor understands that the federal awarding agency, IMLS, reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use; and to authorize others to use, for Federal purposes (2 CFR §200.315).

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**II. ENFORCEMENT**

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