

CONTRACT NO. 473-14-00309
BETWEEN
THE PUBLIC UTILITY COMMISSION OF TEXAS
AND
THE NATIONAL FEDERATION OF THE BLIND OF TEXAS

The parties to this Contract No. 473-14-00309 for management and operation of the Audio Newspaper Assistance Program, are the Public Utility Commission of Texas (PUCT), a duly organized agency of the State of Texas with its office located at 1701 N. Congress Ave., Austin, Texas 78701 and The National Federation of the Blind, of Texas, a Texas non-profit corporation with offices at 314 E. Highland Mall Blvd., Suite 253, Austin, Texas 78752.

Article 1. DEFINITIONS

When used in this Agreement, the following terms shall have the following meanings:

1.1 “Public Utility Commission,” “PUCT,” or “Commission” means the Public Utility Commission of Texas acting through its Executive Director and the agency’s designated Contract Administrator.

1.2 “Contractor” includes **The National Federation of the Blind of Texas**, and any successors, heirs, and assigns.

1.3 “Services” means any and all services performed and any and all goods and products delivered by Contractor as specified in Attachment A.

Article 2. COMPENSATION

2.1 Compensation. Contractor agrees to provide all services (including labor, expenses, and any other services) described in Attachment A for the firm fixed price of \$1,817,425. Contractor understands that the PUCT is not responsible for payment of any costs or expenses exceeding this amount.

If Contractor believes that changes in the scope of services to be performed will require Contractor to increase its fee, it must request the PUCT’s written authorization to increase its fee. The Contractor must document the changes in the scope of services and why they will require additional effort. The Commission must approve the increase in fee by written amendment to this Agreement before the Contractor performs any services or may invoice the increased fee.

2.2 Payment Process. Unless otherwise specified in Attachment A, Contractor shall submit a monthly statement for services or invoice to the PUCT no later than the tenth day of the month after the month that the services were performed. The statement or invoice must contain a brief description of the work performed; a statement that the services were performed in compliance with the Agreement, the Texas Comptroller issued vendor identification number or federal taxpayer identification number, and the name and division of the PUCT Contract manager. Contractor shall submit the statement or invoice to the PUCT as follows:

By email to: Payables@puc.texas.gov

Or by mail to: Accounts Payable
Operations Division
Public Utility Commission of Texas
P.O. Box 13326
Austin, TX 78711-3326

Upon approval of the statements by the Agency, the Agency will make payment to the Contractor.

2.3 Payment for Services. Contractor's acceptance of payment releases the PUCT of all claims for compensation owed in connection with this Agreement.

2.4 Payments made to Subcontractors. Contractor shall pay any subcontractor hereunder the appropriate share of payments received not later than the 10th day after the date Contractor receives the payment. The subcontractor's payment shall be overdue on the 11th day after the date Contractor receives the payment. The PUCT must approve Contractor's use of any subcontractor before Contractor engages the subcontractor (see Sec. 5.1).

2.5 Records. Contractor and its subcontractors, if any, shall maintain records and books of account relating to services provided under this Agreement. Contractor shall, for a period of four (4) years following the expiration or termination of this Agreement, maintain its records (electronic and paper) of the work performed under this Agreement. Records include, but are not limited to correspondence concerning the subject of this Agreement between Contractor and the PUCT; Contractor's internal correspondence; and correspondence between Contractor and any third party. Contractor shall make all records that support the performance of services and payment available to PUCT and/or its designees or the State Auditor during normal business hours given reasonable notice, upon the request of the PUCT Contract Administrator.

2.6 Sole Compensation. Payments under this Article are Contractor's sole compensation under this Agreement. Contractor shall not incur expenses with the expectation that the PUCT or any other agency of the state of Texas will directly pay the expense to a third-party vendor irrespective of the reason for incurring those expenses.

Article 3. CONTRACT ADMINISTRATION

3.1 PUCT Contract Administration. The PUCT designates **Jay Stone** to serve as its primary point of contact and Contract Administrator throughout the term of this Agreement. Contractor acknowledges that the PUCT Contract Administrator does not have any authority to amend this Agreement on behalf of the PUCT, except as expressly provided herein. Contractor further acknowledges that such authority is exclusively held by the Commission or its authorized designee, Executive Director Brian H. Lloyd.

3.2 Contractor Contract Administration. Contractor designates its Contract Administrator as follows: R. Stephen Thompkins, Newsline Coordinator.

3.3 Reporting. Contractor shall report directly to the PUCT Contract Administrator and shall perform all activities in accordance with reasonable instructions, directions, requests, rules, and regulations issued during the term of this Agreement as conveyed to Contractor by the PUCT

Contract Administrator.

3.4 Cooperation. The Parties' Contract Administrators shall handle all communications between them in a timely and cooperative manner. The Parties shall timely notify each other by email or other written communication of any change in designee or contact information.

3.5 Inquiries and Prompt Referral. Contractor understands that the PUCT does not endorse any vendor, commodity, or service. Contractor, its employees, representatives, other agents, or subcontractors may not issue any media release, advertisement, publication, or public pronouncement which pertains to this Agreement or the services or project to which this Agreement relates or which mentions the PUCT without the prior approval of the PUCT. Contractor will promptly refer all inquiries regarding this Agreement received from state legislators, other public officials, the media, or non-Parties to the PUCT Contract Administrator.

Article 4. REPORTS AND RECORDS

4.1 Written Reports. Contractor will provide written reports to the PUCT in the form and with the frequency specified in Attachment A or as agreed to between the parties.

4.2 Distribution of Consultant Reports. PUCT shall have the right to distribute any consultant report associated with this contract, or to allow another Texas state agency or the Texas legislature to distribute it. PUCT shall also have the right to post any consultant report associated with this contract to the PUCT's website or to the website of a standing committee of the legislature. This provision does not waive any right to confidentiality that PUCT may assert for the report.

Article 5. SUBCONTRACTING PARTIES

5.1 Use of Subcontractors. The Parties acknowledge and agree that at the time of execution of this Agreement, Contractor intends to perform the Services required under this Agreement using its own employees, except that Contractor will subcontract with the following Training Facilitator: VEX, LLC. Contractor will notify the PUCT Contract Administrator of any other proposed subcontract and will work with the PUCT HUB Coordinator to procure such other subcontractor and to submit appropriate subcontractor selection documentation for approval prior to engaging any other subcontractor, such approval not to be unreasonably withheld. Any such other subcontract or subsequent substitution of a subcontractor must be approved according to the terms of Article 7.

5.2 Sole Responsibility. Contractor is solely responsible for the quality and timeliness of the work produced by all subcontractors that Contractor may engage to provide Services hereunder and for the timely payment for all such work produced by all subcontractors that the PUCT accepts and pays for in accordance with the terms of this Agreement.

5.3 Prime Vendor Contract. The Parties expressly agree that this Agreement is intended to constitute a prime vendor contract, with Contractor serving as the prime vendor for delivery of the Services made the subject hereof. Contractor acknowledges and agrees that it is fully liable and responsible for timely, complete delivery of the Services described in this Agreement, notwithstanding the engagement of any subcontractor to perform an obligation under this Agreement.

Article 6. TERM, SUSPENSION, AND TERMINATION

6.1 Term. The term of this Agreement shall begin on September 1, 2014 and shall continue in effect until August 31, 2018 unless sooner terminated under Section 6.3 of this Agreement.

6.2 Options for Renewal. There are no options or renewal.

6.3 Termination for Cause by the PUCT. If Contractor is in default of any material term of this Agreement, the PUCT may serve upon Contractor written notice requiring Contractor to cure such default. Unless within thirty (30) days after receipt of said notice by Contractor, said default is corrected or arrangements satisfactory to the PUCT, as applicable, for correcting the default have been made by Contractor, the PUCT may terminate this Agreement for default and shall have all rights and remedies provided by law and under this Agreement. In the event of termination, Contractor will provide reasonable cooperation to transfer its duties under the Agreement to another entity without disruption to the progress of the workforce assessment.

6.4 Termination for the Convenience of the PUCT. The PUCT may, upon thirty (30) days written notice to Contractor, terminate this Agreement whenever the interests of the PUCT so require. The PUCT shall not be liable for any damages and/or loss to Contractor as a result of termination for convenience.

6.5. Transfer of Duties. In the event of termination, Contractor will provide reasonable cooperation to transfer its duties under the Agreement to another entity without disruption to the Audio Newspaper Program.

6.6 Survival. In the event that this Agreement expires or is terminated pursuant to its terms, the rights and obligations of the Parties under it shall end; provided that the provisions of Sections 2.5, 2.6, 3.5, 4.2, 6.5, 7.5, 9.2, 9.4 through 9.6, 17.2 and 19.1 through 19.4, 19.6, 19.8, and Articles 1, 10, 11, 12, 14, 15, 16, 20, 21, 23, 28, and 29 shall survive in their entirety.

Article 7. ASSIGNMENT, AMENDMENTS, AND MODIFICATIONS

7.1 Material Change Requests. PUCT may propose changes to Attachment A. Upon receipt of a written request from the PUCT for a change to Attachment A, Contractor shall, within a reasonable time thereafter, submit to the PUCT a detailed written estimate of any proposed price and schedule adjustment(s) to this Agreement. No changes to Attachment A will occur without the Parties' written consent as provided in accordance with the terms stated in this Agreement.

7.2 Changes in Law, Rules, or Rulings. Subsequent changes in federal or state legislation, rules and regulations or rulings by the PUCT may require modification of the terms of this Agreement, including an increase or decrease in Contractor's duties or compensation. In the event of such subsequent changes to statutes, rules, and/or regulations, the PUCT and Contractor shall negotiate the terms of a contract modification, whether an increase or decrease in Contractor's duties or compensation, in good faith and incorporate such modification into this Agreement by written amendment.

7.3 No Assignment of Duties. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of any Party (including by merger of Contractor or otherwise by operation of law); provided however that Contractor shall not otherwise, without

the prior written consent of the PUCT, assign or transfer this Agreement or any obligation incurred under this Agreement. Any attempt by Contractor to assign or transfer this Agreement or any obligation incurred under this Agreement, in contravention of this paragraph, shall be void and of no force and effect.

7.4 Amendments and Modifications. This Agreement may not be amended or modified in any manner except by written instrument executed by authorized representatives of the Parties in accordance with the terms of this Agreement.

7.5 Binding on Successors. The terms of this Agreement shall be binding on any successor organization of any of the Parties.

Article 8. REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Warranty of Performance. Contractor represents, warrants, and covenants that it will perform the services outlined in Attachment A in a professional and workmanlike manner, consistent with professional standards of practice in the professional industry.

8.2 Warranty of Services. Contractor warrants that the services shall be rendered by the qualified personnel named in Section 19.7 of this Agreement. If Services provided under this Agreement require a professional license, then Contractor represents, warrants, and covenants that the activity will be performed only by duly licensed personnel.

Article 9. RISK OF LOSS AND PROPERTY RIGHTS

9.1 Risk of Loss. The risk of loss for all items to be furnished hereunder shall remain with Contractor until the items are delivered to the PUCT, at which time the risk of loss shall pass to the PUCT.

9.2 Ownership. Except for materials where any intellectual property rights are vested in a third party, such as software or hardware, in which case such rights shall remain the property of the third party, all finished materials, conceptions, or products created and/or prepared for on behalf of the PUCT and purchased by the PUCT, or on behalf of the PUCT, that the PUCT has accepted as part of the performance of services hereunder, shall be the PUCT's property exclusively and will be given to the PUCT either at the PUCT's request during the term of the Agreement or upon termination or expiration of the Agreement. Notwithstanding the foregoing, materials created, prepared for, or purchased exclusively by the PUCT or on behalf of the PUCT are the PUCT's exclusive property regardless of whether delivery to the PUCT is effectuated during or upon termination or expiration of this Agreement.

9.3 Licensed Software. Contractor may obtain software licenses as an agent of the PUCT for software that is used by Contractor solely for the purpose of providing services under this Agreement. Contractor shall provide the PUCT with a copy of any software license obtained by Contractor as an agent for the PUCT for the purpose of providing services under this Agreement.

9.4 Prior Works. Except as provided herein, all previously owned materials, conceptions, or products shall remain the property of Contractor and nothing contained in this Agreement will be construed to require Contractor to transfer ownership of such materials to the PUCT.

9.5 Trademarks. The Parties agree that no rights to any trademark or service mark belonging to

another Party or to any non-Party are granted to any other Party by this Agreement, unless by separate written instrument. The PUCT acknowledges and agrees that use of any trademark associated with any software provided by Contractor under this Agreement does not give the PUCT any rights of ownership in the trademark or the software.

9.6 Program Information. Program information, data, and details relating to Contractor's services under this Agreement shall be maintained separately from Contractor's other activities. Contractor shall undertake all reasonable care and precaution in the handling and storing of this information.

9.7 Provision to be Inserted in Subcontracts. Contractor shall insert an article containing paragraphs 9.2 and 9.6 of this Agreement in all subcontracts hereunder except altered as necessary for proper identification of the contracting Parties and the PUCT under this Agreement.

Article 10. PUBLIC INFORMATION

10.1 Texas Public Information Act. (Texas Government Code Chapter 552). The Parties acknowledge that notwithstanding any other provisions of this Agreement, the Texas Public Information Act ("PIA") governs the treatment of all information held by or under the control of the Commission. The Commission will notify Contractor of requests for Contractor's information as soon as practicable.

10.2 Agreement Not Confidential. The Parties acknowledge that not all terms of this Agreement may be confidential pursuant to the Texas Public Information Act, regardless of whether those terms are marked "Proprietary," "Trade Secret," or "Confidential." Contractor further acknowledges that in the event of a dispute over the release of a proposal or part of a proposal the PUCT is bound by the decision made by the Office of the Attorney General of Texas.

10.3 Contractor's Duty to Provide Public Information. Contractor 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.

Article 11. CONFLICTS OF INTEREST AND EMPLOYMENT RESTRICTION

11.1 No Conflicting Relationships. Contractor certifies to the Commission that no existing or contemplated relationship exists between Contractor and the Commission that interferes with fair competition or is a conflict of interest, and that no existing or contemplated relationship exists between Contractor and another person or organization, whether or not located within the State of Texas, that constitutes or will constitute a conflict of interest for Contractor with respect to the Commission.

11.2 Prohibition on Transactions with Parties Adverse to Commission. Contractor agrees that during performance of this Agreement, it will neither provide contractual services nor enter into any agreement, oral or written, to provide services to a person or organization that is regulated or funded by the Commission or that has interests that are directly or indirectly adverse to those of the Commission. The Commission may waive this provision in writing if, in the

Commission's sole judgment, such activities of the Contractor will not be adverse to the interests of the Commission.

11.3 Notice of Conflict. Contractor agrees to promptly notify the PUCT of any circumstance that may create a real or perceived conflict of interest, whether arising prior to or during the term of the contract. Contractor agrees to use its best efforts to resolve any real or perceived conflict of interest to the satisfaction of the PUCT. Contractor's failure to do so shall be grounds for termination of this contract for cause, pursuant to Section 6.3.

Article 12. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the PUCT, the State of Texas, and its officers, agents, employees, representatives, contractors, assignees, and designees from any and all liabilities, claims, demands or causes of action, and all related costs, attorney fees and expenses of whatever kind or nature asserted by a third party and occurring in any way incident to, arising out of, or in connection with acts or omissions of Contractor, its agents, employees and subcontractors, committed in the conduct of this Agreement. Any defense shall be coordinated by contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit. Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. Contractor and the PUCT agree to furnish timely written notice to each other of any such claim.

Article 13. INSURANCE

Contractor agrees to comply with all state and federal laws applicable to the liability and payment of Contractor and Contractor's employees, including laws regarding wages, taxes, insurances, and workers' compensation. Neither the PUCT nor the State of Texas shall be liable to the Contractor, its employees, agents, or others for the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee.

13.1 Minimum Insurance. Contractor shall, at its sole cost and expense, secure and maintain as a minimum, from the Effective Date and thereafter during the term of this Agreement, for its own protection and the protection of the PUCT:

- (a) commercial liability insurance, covering, at a minimum, the following categories of liability within the following limits: (i) bodily injury and property damage - \$1,000,000 limit per occurrence, \$2,000,000 aggregate, (ii) medical expense - \$5,000 limit per person, (iii) personal injury and advertising liability - \$1,000,000 limit, (iv) products/completed operations - \$2,000,000 aggregate, (v) damage to premises rented - \$50,000 limit;
- (b) automobile liability coverage for vehicles driven by Contractor's employees (\$500,000 per occurrence); and
- (c) workers' compensation insurance in accordance with the statutory limits, as follows: (i) employer's liability - \$1,000,000 each incident, (ii) disease - \$1,000,000 each employee and \$1,000,000 policy limit.

The PUCT shall be named an additional insured on the commercial liability and automobile policies.

13.2 Certificates of Insurance. Contractor shall furnish to the PUCT certificates of insurance, signed by authorized representatives of the surety or insurers, of all such bonds and insurance and confirming the amounts of such coverage within ten (10) days of the Effective Date of this Agreement, and upon request thereafter. Contractor shall provide the PUCT Contract Administrator with timely renewal certificates as the coverage renews. Failure to maintain such insurance coverage specified herein, or to provide such certificates promptly, shall constitute a material breach of this Agreement. Contractor shall provide thirty (30) days written notice of any notice for renewal and/or cancellation of insurance.

Article 14. DISPUTE RESOLUTION

The Parties agree to resolve disputes arising under this Agreement through the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and Subchapter C of the PUCT Rules for Administrative Services.

Article 15. SOVEREIGN IMMUNITY

The State of Texas and the PUCT do not waive sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to them under the laws of the State of Texas or the common law.

Article 16. GOVERNING LAW

Notwithstanding anything to the contrary in this Agreement, this Agreement shall be deemed entered into in the State of Texas and shall be governed by, construed and interpreted in accordance with the laws of the State of Texas that apply to contracts executed in and performed entirely within the State of Texas, without reference to any rules of conflict of laws. The Parties consent to the exclusive jurisdiction of the State of Texas. The Parties hereby submit to the jurisdiction of the courts located in, and venue is hereby stipulated to, the state courts located in Travis County, Texas. Each Party stipulates that it is subject to the jurisdiction of the courts located in Travis County, Texas, for any cause of action arising from any act or omission in the performance of this Agreement. Further, each Party hereby waives any right to assert any defense to jurisdiction being held by the courts located in Travis County, Texas, for any cause of action arising from any act or omission in the performance of this Agreement.

Article 17. COMPLIANCE WITH LAW

17.1 General. Contractor shall comply with all federal, state, and local laws, executive orders, regulations, and rules applicable at the time of performance. Contractor warrants that all services sold hereunder shall have been produced, sold, delivered, and furnished in strict compliance with all applicable laws and regulations to which they are subject, including Equal Employment Opportunity laws. All laws and regulations required in agreements of this character are hereby incorporated by this reference.

17.2 Taxes. Contractor agrees to comply with any and all applicable state tax laws that may

require any filing with and/or payment to the State of Texas as a result of any action taken as a result of this Agreement.

17.3 Workers' Compensation. Contractor agrees that it shall be in compliance with applicable state workers' compensation laws throughout the term of this Agreement.

17.4 Conflicts. Contractor agrees to abide by the requirements of and policy directions provided by the Texas statutes and the rules and regulations of the PUCT, and will inform and consult with the PUCT when further interpretations or directions are needed in order to fully implement the rules and regulations of the Commission. In the event that Contractor becomes aware of inconsistencies between this Agreement and a Texas statute or PUCT rule, Contractor will so advise the PUCT and will cooperate fully to revise applicable provisions of this Agreement as necessary.

Article 18. CONTRACTOR'S CERTIFICATION

By accepting the terms of this Agreement, Contractor certifies that, to the extent applicable, it is in compliance with the following requirements and prohibitions. Contractor understands and agrees that a false certification may lead to termination of this Agreement for cause.

18.1 Prohibitions on Gifts. Contractor 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 this Agreement.

18.2 Delinquent Obligations. Contractor is not currently delinquent in the payment of any franchise or sales tax owed to the State of Texas, and is not delinquent in the payment of any child support obligations under applicable state law.

18.3 Terrorist Financing. The PUCT is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it, via cross referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM), <https://www.sam.gov/>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

Respondent certifies that the responding entity 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 governmental entity and that Respondent is 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/>

18.4 Antitrust. Neither Contractor nor anyone acting for Contractor has violated the antitrust laws of this State, codified in Section 15.01, et seq. of the Texas Business and Commerce Code or the Federal Antitrust Laws, nor has communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage.

18.5 Family Code. Contractor has no principal who is ineligible to receive funds under Texas Family Code Section 231.006 and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

18.6 Prohibited Compensation. Contractor has not received compensation from the PUCT, or any agent, employee, or person acting on the PUCT's behalf for participation in the preparation of this Agreement.

18.7 Government Code. Under Texas Government Code Section 2155.004, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

18.8 Outstanding Obligations. Payments due under the contract will be applied towards any debt that is owed to the State of Texas, including but not limited to delinquent taxes and child support.

18.9 Contracting with Executive Head of State Agency. Contractor certifies this Agreement is in compliance with Texas Government Code Section 669.003 relating to contracting with the executive head of a State agency. If Texas Government Code Section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated: Name of Former Executive; Name of State Agency; Date of Separation from State Agency; Position with Bidder; and Date of Employment with Bidder.

18.10 Buy Texas. Contractor will comply with Texas Government Code Section 2155.4441, pertaining to service contracts regarding the use of products produced in the State of Texas.

18.11 Hurricane Recovery. Under Texas Government Code Section 2155.006, Contractor certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Article 19. GENERAL PROVISIONS

19.1 Relationship of Parties. Contractor is and shall remain at all times an independent contractor, and nothing in this Agreement shall be deemed to create a joint venture, partnership, employment, franchise, master-servant, or agency relationship between the Parties. Except as expressly provided to the contrary elsewhere in this Agreement, no Party has any right or authority to act on behalf of another Party, nor to assume or create any obligation, liability or responsibility on behalf of another Party. Under no circumstances shall the relationship of employer and employee be deemed to arise between the PUCT and Contractor's personnel. Contractor shall be solely responsible for achieving the results contemplated by this Agreement, whether performed by Contractor, its agents, employees or subcontractors.

19.2 Taxes and Statutory Withholdings. Contractor acknowledges that it is not a PUCT employee, but is an independent contractor. Accordingly, it is Contractor's sole obligation to report as income all compensation received by Contractor under the terms of this Agreement. Contractor is solely responsible for all taxes (federal, state, or local), withholdings, social security, unemployment, Medicare, Workers' Compensation insurance, and other similar statutory obligations (of any governmental entity of any country) arising from, relating to, or in connection with any payment made to Contractor under this contract. Contractor shall defend,

indemnify and hold the PUCT harmless to the extent of any obligation imposed by law on the PUCT to pay any tax (federal, state, or local), withholding, social security, unemployment, Medicare, Workers' Compensation insurance, or other similar statutory obligation (of any governmental entity of any country) arising from, relating to, or in connection with any payment made to Contractor under this Agreement. Further, Contractor understands that neither it nor any of its individual employees is eligible for any PUCT employee benefit, including but not limited to holiday, vacation, sick pay, withholding taxes (federal, state, local), social security, Medicare, unemployment or disability insurance, Workers' Compensation, health and welfare benefits, profit sharing, 401(k) or any employee stock option or stock purchase plans. Contractor hereby waives any and all rights to any such PUCT employment benefit.

19.3 Notice. Except as otherwise stated in this Agreement, all notices provided for in this Agreement shall be (a) in writing, (b) addressed to a Party at the address set forth below (or as expressly designated by such Party in a subsequent effective written notice referring specifically to this Agreement), (c) sent by FedEx, with proper postage affixed and (d) deemed effective upon the third business day after deposit of the notice in the U.S. Mail.

IF TO THE PUCT:

ATTENTION: Brian H. Lloyd, Executive Director
1701 N. Congress Ave., 7th Floor
Austin, TX 78701

With a copy to the PUCT Contract Administrator at the same address.

IF TO CONTRACTOR:

ATTENTION: Kimberly Flores
The National Federation of the Blind
314 E. Highland Mall Blvd., Suite 253
Austin, Texas 78752

19.4 Headings. Titles and headings of paragraphs and sections within this Agreement are provided merely for convenience and shall not be used or relied upon in construing this Agreement or the Parties' intentions with respect thereto.

19.5 Export Laws. Contractor represents, warrants, agrees and certifies that it (a) shall comply with the United States Foreign Corrupt Practices Act (regarding, among other things, payments to government officials) and all export laws and rules and regulations of the United States Department of Commerce or other United States or foreign agency or authority and (b) shall not knowingly permit any non-Party to directly or indirectly, import, export, re-export, or transship any intellectual property or any third Party materials accessed by Contractor during the course of this Agreement in violation of any such laws, rules or regulations.

19.6 Preprinted Forms. The use of preprinted forms, such as purchase orders or acknowledgments, in connection with this Agreement is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. The terms of this Agreement cannot be amended, modified, or altered by any conflicting preprinted terms, provisions, or conditions contained in a preprinted form, such as purchase orders or acknowledgments. If any conflict exists between this Agreement and any terms and conditions on a purchase order,

acknowledgment, or other preprinted form, the terms and conditions of this Agreement will govern.

19.7 Specific Personnel. Contractor has identified the personnel for this assignment ("Team"), as follows:

- Kimberly Flores, President
- Heather Stivers, Treasurer
- R. Stephen Tompkins, Newline Coordinator
- Amy Brown, Administrative Assistant

Contractor warrants that it shall use its best efforts to avoid any changes to the Team during the course of this Agreement. Should personnel changes occur during the contract period, Contractor will recommend to the PUCT personnel with comparable experience and required qualifications and training. The PUCT must approve any change in personnel on this project in writing. Contractor shall provide individuals qualified to perform the tasks assigned to such individual. At the PUCT's request, Contractor shall remove from the project any individual whom the PUCT finds unacceptable. Contractor shall replace such individual with another individual satisfactory to the PUCT as soon as practicable.

19.8 Publicity. Contractor understands and agrees that no public disclosures or news releases pertaining to this Agreement or any results or findings based on information provided, created, or obtained to fulfill the requirements of this agreement shall be made without the prior written approval of the PUCT.

Article 20. NO IMPLIED WAIVER

The failure of any party, at any time, to enforce a provision of this contract will not constitute a waiver of that provision; will not affect the validity of this contract or any part of it; and will not affect the right of any party to enforce each and every provision.

Article 21. ORDER OF PRECEDENCE

In the event of conflicts or inconsistencies between the provisions of this contract and its attachment(s), the provisions of this contract will control.

Article 22. FORCE MAJEURE

Neither the PUCT nor Contractor will be considered in default in the performance of its obligations under this contract to the extent that the performance of such obligations is prevented or delayed by any cause beyond the reasonable control of the affected party, which such party could not, by due diligence have avoided, including but not limited to acts of God, severe weather, explosions, riots, acts of war, or orders of legal authority. Such causes will not relieve either party of liability in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner, with all reasonable dispatch, and to give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence of the cause that prevented or delayed performance of the obligations. If the event of Force Majeure continues for a period of more than one hundred and eighty (180) days, either party thereafter

may terminate this contract upon giving at least ten (10) days prior written notice to the other party.

Article 23. SEVERABILITY

If any provision of this contract is held unlawful or otherwise unenforceable, such provision will be severed and deemed deleted and the remainder of this contract will continue in full force and effect, as if such provision had never existed.

Article 24. FUNDING OUT CLAUSE

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruptions of current appropriations, provisions of the Termination Article shall apply. Any contract resulting from this solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature. *See* Texas Constitution, Article III Section 49, State Debts; and Texas General Appropriations Act for the 2014-2015 Biennium, Article IX, Section 6.03, Excess Obligations Prohibited.

Article 25. DRUG FREE WORKPLACE POLICY

The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988, 41 U.S.C. § 8102, et seq., and 48 CFR § 52.223-6 Drug-Free Workplace) and maintain a drug-free work environment. The requirements of the Drug Free Workplace Act and the rules interpreting it are incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments that may hereafter be issued.

Article 26. SUBSTITUTIONS

Substitutions are not permitted without written approval of the PUCT.

Article 27. PAST PERFORMANCE

A Respondent's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of Texas Government Code Sections 2155.074, 2155.075, 2156.007, and 2157.125. Respondents may fail this selection criterion for any of the following conditions:

- 1) Having a score of less than 90% in the Vendor Performance System;
- 2) Being currently under a Corrective Action Plan through the Texas Comptroller of Public Accounts (CPA);
- 3) Having repeated negative Vendor Performance Reports for the same reason; or

4) Having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.).

Contractor performance information is located on the CPA web site at:

http://www.window.state.tx.us/procurement/prog/vendor_performance/.

CPA may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code § 20.108), CPA may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of CPA, and any negative findings, as determined by CPA, may result in non-award to the Respondent.

Article 28. RIGHT TO AUDIT

Pursuant to Section 2262.003 of the Texas Government Code, the State Auditor may conduct an audit or investigation of Contractor or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this contract. The acceptance of funds by Contractor 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, Contractor or any 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. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract awards.

Article 29. ENTIRE AGREEMENT

This contract constitutes the entire agreement and understanding between the parties with regard to its subject matter and supersedes and merges all prior discussions, writings, negotiations, understandings, and agreements concerning the provision of these services. Any terms and conditions attached to a solicitation will not be considered unless specifically referred to in this Agreement.

ATTACHMENT A STATEMENT OF WORK

The contractor shall operate all aspects of the Audio Newspaper Program (ANP), including, but not limited to, creating or obtaining all necessary hardware, software, and licenses required by law as well as ensuring all requirements listed in PUC Substantive Rule 26.424 are met. The ANP provider shall be responsible for operating and maintaining the ANP throughout the term of the resulting contract with the PUCT.

Objectives

Required Program Components: The contractor shall provide a software program that accepts electronic text provided by local, regional, or national newspapers and converts the electronic text to synthetic speech. Registered blind and visually impaired users (ANP Participants) must be able to access such converted synthetic speech twenty-four hours a day, seven days a week by: a) using a touch-tone telephone to reach the ANP's local number or the ANP's nationwide toll-free number where local access is not available, and b) entering a personal identification number. The system shall be operational 99% of the time.

Required Call Features: The contractor shall convert all text from participating newspapers into synthetic speech and make such converted speech available to ANP Participants. The ANP shall have a variety of menu choices and navigation features that help ANP Participants navigate through menu items or articles. The ANP shall be flexible and interactive enough to provide a variety of voice selections (minimum of 5) with adjustable speaking rates, commands for obtaining help, searching text, and spelling text. ANP Participants shall be able to interrupt the presentation and return to the information being read when the help, search, or spell command is activated. During business hours, ANP Participants shall be able to speak with a customer service representative through the navigation system. "Business hours" shall be defined as 8:00 a.m. to 5:00 p.m. Central Standard Time, Monday through Friday, excluding Federal holidays.

Required Content/Content Acquisition: The contractor will be responsible for acquiring, updating, and soliciting all content. The contractor will provide access to a minimum of ten Texas newspapers (where a Texas newspaper is a serial publication that contains news on current events of special or general interest published within the state of Texas) and any national newspapers (where a national newspaper is a serial publication that contains news on current events of special or general interest that is widely distributed in all fifty states) to the extent they are available. The contractor will attempt to integrate additional Texas newspapers, including Spanish language newspapers, into the ANP. In addition, the contractor will integrate T.V. Listings and Job Placement Ads into the ANP to the extent they are available. Please note that newspapers participating in the ANP Program are not eligible for payment.

Required Reporting Requirements: The contractor will be responsible for submitting several reports to the Commission on a monthly or annual basis, as described within. Every year by January 31, a content acquisition report shall consist of the following: a list of newspapers added to the ANP in the previous year, a list of the newspapers the ANP has attempted, but failed, to add to the ANP (including for each: the date the newspaper was contacted, method

used to contact the newspaper, and reason why the newspaper was not added to the ANP), and a list of the newspapers that the ANP stopped providing in the previous year (including in each: the date ANP stopped providing the newspaper and the reason why the ANP stopped providing the newspaper). Each month, by the 10th of the month a usage report from the previous month's information shall consist of the number of registered users and the number of minutes the ANP has been used each month. In addition, the contractor will provide on a monthly basis any marketing efforts, including but not limited to, trainings and conferences attended the previous month along with participants who registered at those trainings and conferences. Additionally, the contractor will provide a percentage of time the system is not operational for participants to access. The Commission may request additional reporting requirements as necessary.

Required Registration and Records Retention: The contractor shall allow eligible users to register for the ANP through a mailing address or a fax number, toll free telephone or via the web. For each registered user, the contractor shall retain electronic and/or photocopy records of all evidence produced to the ANP that satisfies the eligibility requirements and the registered user's contact information.

Required Marketing Plan: The contractor will provide a detailed 3-year marketing plan to increase participation. The contractor will provide a quarterly report updating the commission on the progress of the marketing effort.

Additional Proposed Statement of Work Information Incorporated

The Contractor's proposal included a Statement of Work, which is incorporated as part of this contract. It is attached to this document as Attachment B. In the event of a conflict between the terms and conditions of this contract and/or the Statement of Work (Attachment A) and the Proposed Statement of Work (Attachment B), the contract and Statement of Work (Attachment A) control.

**ATTACHMENT B
PROPOSED STATEMENT OF WORK
INCORPORATED INTO
CONTRACT # 473-14-00309**

(See twelve attached pages from proposal.)

In WITNESS WHEREOF both parties by their duly authorized representatives have executed this contract effective as of September 1, 2014.

The Public Utility Commission of Texas

By: B. H. Lloyd
Brian H. Lloyd
Executive Director

Date Signed: 7/23/14

National Federation for the Blind of Texas

By: Kimberly Flores
Kimberly Flores
President

Date Signed: 8/5/14

RFP Number 473-14-00309

ATTACHMENT A

STATEMENT OF WORK

OBJECTIVES:

Objective 1 – Required Program Components:

As the incumbent contractor for this project, the National Federation of the Blind of Texas (NFBT) will utilize the hardware/software infrastructure it already has in place to continue operating the Audio Newspaper Program (ANP).

Objective 2 – Required Call Features

NFB-NEWSLINE TEXAS® will convert all text from participating newspapers into synthetic speech and make the converted content available to subscribers. The system will utilize a variety of menu options and navigation features intended to help readers navigate through menu items or articles. The current system is, and will continue to be, flexible and interactive. It provides seven voice choices (both male and female) with adjustable speaking rates, commands for obtaining help, searching text, and spelling text. Readers are able to interrupt the presentation and return to the information being read when the help, search, or spell command is activated. The user guide will provide readers with a detailed list of call features and an explanation of how to use each one.

NFB-NEWSLINE TEXAS® will make customer service representatives available to speak with subscribers from 8:00am-5:00pm local time, from Monday-Friday, except on Federal holidays.

Objective 3 – Required Content/Content Acquisition:

NFB-NEWSLINE TEXAS® will provide blind and visually impaired Texans with access to thirteen Texas newspapers (see attachment A.1), one Texas magazine, *Texas Monthly*, plus the *Associated Press of Texas*. When the ANP Consumer signs in to the system they will have access to not only the Texas publications/materials but to all the periodicals and materials available on the system nationwide. This means that the ANP Consumer has access to more than 300 local newspapers, 9 national newspapers, 8 breaking news sources and 40 magazines at their disposal.

The *Texas Information Channel*, an NFB-NEWSLINE TEXAS® system feature, will be available to ANP Consumers. This channel contains information specific to Texas such as state agency brochures, news about NFB-NEWSLINE TEXAS®, and local weather reports and other materials pertinent to blind and visually impaired Texans. In the event of dangerous weather, wildfire conditions, or other emergency situations, the system will alert the user upon login.

The system will provide job listings for subscribers. Access to this information is available thanks to the Career Builder Job Board. This feature will allow our readers to use the telephone to create a profile with job preferences including: desired location, wage or salary expectations, and other pertinent information. It will then populate the consumer's inbox with matching listings, allowing the user to discard unwanted leads and to store those he wants to pursue. The system will present all information necessary to apply for the position.

NFB-NEWSLINE TEXAS® will also provide users with complete TV listings, customized according to location and TV carrier. Programming details will include listings for the current date and two additional days. Consumers will have the ability to check the listings channel by channel or by time slots, and favorites may be configured to ensure an easier selection process. NFB-NEWSLINE TEXAS® will also allow users access to available retail ads. Currently, Target provides ads that are local to each user.

Objective 4 – Reporting Requirements:

As specified in the RFP, the NFBT will submit by the 10th of each month a usage report from the previous month's information consisting of the total number of registered users, the number of minutes the ANP has been used that month, the total number of contacts to retrieve

the information via alternate methods, the average frequency of those contacts in minutes, and a percentage of time, if any, that the system was not operational for consumer access. The NFBT will also provide a monthly report of marketing efforts, including but not limited to, trainings and conferences attended the previous month along with the number of consumers who registered at those trainings and conferences. An annual content acquisition report for the calendar year just ended will be submitted to the Commission, on or before January 31 of each year. It will contain the following information: A list of newspapers added to the ANP in the previous year, a list of the newspapers the ANP has attempted, but failed, to add to the ANP (including for each: the date the newspaper was contacted, method used to contact the newspaper, and reason why the newspaper was not added to the ANP), and a list of any newspapers that the ANP stopped providing in the previous year (including in each: the date the paper stopped and the reason(s) why.)

Objective 5 – Required Registration and Records Retention:

The NFB-NEWSLINE TEXAS® service allows eligible users to register for the ANP by:

- Mail: 314 E. Highland Mall Blvd, Suite. 253, Austin, TX 78752
- Fax: 512-420-8160
- Telephone: Toll-free, 866-504-7300 or local 512-323-5444
- Online enrollment: www.nfbnewsline.org

For each registered user, NFBT retains confidential electronic records of individual consumer's documentation that ensures they meet eligibility requirements and that valid contact information is on file. None of data produced in conjunction with the NFB-NEWSLINE TEXAS® is sold or released to the public at any time.

Objective 6: New Initiatives

Service enhancements over the life of the contract scheduled to run from FY2015 through FY2018 will include: utilizing a series of open houses, local chapter activities, and conferences designed specifically to reach out to potential subscribers with the goal of increasing readership

by 3 percent annually; development and execution of intensive statewide and regional training seminars for volunteers, subscribers, parents of blind children, and professionals who work with blind and visually impaired children and adults; a new content management project designed to provide access to more printed material produced by state and local agencies and additional Texas newspapers; specialized training seminars and retreats that target populations with special training needs to include children K-12, blind Texans seeking employment, and blind seniors.

SCOPE OF WORK

In order to meet the objectives of NFB-NEWSLINE TEXAS®, the NFBT will institute a variety of new and expanded programs designed to enhance the user experience for our subscribers:

- **Community Outreach (General)** – NFB-NEWSLINE TEXAS® will reach out to the blindness community by offering information and training to consumer organizations throughout the state; providing professionals in the field of work with the blind with regular, onsite, training regarding the service and its benefits for their consumers; working with mayors' committees on people with disabilities; exhibiting at health fairs and city sponsored "Disability Days"; and making presentations to centers for independent living. One statewide Newsline Ambassadors training seminar will be held annually in an effort to familiarize NFB-NEWSLINE TEXAS® volunteers with updates to the operation and use of the audio newspaper service. NFB-NEWSLINE TEXAS® will sponsor one large, group training session (150-200 people) annually to familiarize subscribers with updated system capabilities, to seek input from users about new features, and to facilitate one-on-one and small group discussions of issues related to the service.
- **Community Outreach (Newsline @ School & Work)** – NFB-NEWSLINE TEXAS® offers blind and visually impaired Texans in grades K-12 the ability to access printed publications in a way that was not available to them in the past. Through the Newsline @ School & Work Project, NFB-NEWSLINE TEXAS® will sponsor one regional training

camp and one statewide seminar each year. Training sessions will provide hands on assignments designed to provide students and parents with a thorough knowledge of how the service operates and how specific features can be used to complete research assignments and other schoolwork. The project will also conduct one regional and one statewide academy targeted at blind Texans who are seeking employment. These training opportunities will focus on using the job search capabilities currently available as a part of NFB-NEWSLINE TEXAS® to set up a job search profile and locate and apply for appropriate employment opportunities.

- **Community Outreach (Silver Bells Senior Training)** – A substantial number of NFB Newline subscribers are senior citizens. Many of these people have become blind or visually impaired later in life, and consequently they have more difficulty adjusting to new experiences and utilizing new technologies effectively. The Silver Bells Senior Training Program is targeted to this segment of our subscriber population. In year one of the audio newspaper program contract we intend to develop, plan and execute two statewide training camps for blind seniors. In years two through four of the contract, we will refine the curriculum based on experience from previous years and will conduct one statewide and two regional training camps annually.
- **Content Management** – The Information Enhancement and Integration Project will address two problems currently facing NFB-NEWSLINE TEXAS®. First, many newspapers, as well as state and local agencies, might wish to offer an accessible means of communicating with blind and visually impaired citizens but are unaware that NFB-NEWSLINE TEXAS® exists and that they can utilize this resource as a part of their accessibility plans. Next, while newspapers, magazines, and some special interest content reaches our NFB-NEWSLINE TEXAS® computers ready for use by the software and hardware we employ to make content available to our readers, other material requires reformatting prior to being posted on the NFB-NEWSLINE TEXAS® system. The Information

Enhancement and Integration Project will allow us to develop working relationships with new newspaper partners and state and local agencies in an effort to make more publicly available information accessible to blind Texans. It will also allow us to fund the necessary cost of reformatting and posting the information acquired as a result of the relationship-building component of this initiative. It is the goal of this initiative to offer at least five new publications annually.

- **Internet/Social Media** – The NFBT currently utilizes our website and other social media to let potential subscribers know about NFB-NEWSLINE TEXAS®, but in an effort to improve these forms of communication, we will be undertaking a major overhaul of our entire website and raising the visibility of our social media profile.
- **Signup Seminars & Special Events:** As a part of our updated marketing strategy, the NFBT will be leveraging the power of our local chapters to sign up new readers. Each year, local chapters will host open houses that will introduce new people to NFB-NEWSLINE TEXAS®. Our goal is to sponsor six such events on an annual basis, and to participate in four special events hosted by other organization that wish to introduce NFB-NEWSLINE TEXAS® to their members.

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COMPENSATION FY2015-2018

	FY2015	FY2016	FY2017	FY2018
Salaries				
Newsline Coordinator	\$54,600.00	\$54,600.00	\$54,600.00	\$55,800.00
Administrative Assistant	\$34,200.00	\$34,200.00	\$34,200.00	\$35,225.00
TOTAL	\$88,800.00	\$88,800.00	\$88,800.00	\$91,025.00
Benefits				
Health Benefits	\$13,000.00	\$14,300.00	\$14,300.00	\$15,700.00
TOTAL	\$13,000.00	\$14,300.00	\$14,300.00	\$15,700.00
Taxes & Insurance				
Payroll Taxes	\$7,200.00	\$7,200.00	\$7,200.00	\$7,500.00
Insurance Premiums	\$2,300.00	\$2,300.00	\$2,300.00	\$2,750.00
TOTAL	\$9,500.00	\$9,500.00	\$9,500.00	\$10,250.00
Office Expenses				
Office Rental	\$26,000.00	\$28,600.00	\$28,600.00	\$28,600.00

	FY2015	FY2016	FY2017	FY2018
File Storage/Backup	\$2,500.00	\$2,750.00	\$2,750.00	\$2,750.00
Telephone/Internet	\$5,500.00	\$6,000.00	\$6,000.00	\$6,000.00
Printing & Publications	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Shipping & Postage	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Supplies & Misc.	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
TOTAL	\$40,000.00	\$43,350.00	\$43,350.00	\$43,350.00
Automobile Expenses				
Insurance, Gas, Maintenance	\$3,000.00	\$4,000.00	\$4,000.00	\$4,000.00
TOTAL	\$3,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Furnishings, Equipment & Technology				
Upgrades & Replacement	\$3,000.00	\$3,000.00	\$3,000.00	\$7,500.00
Repairs & Maintenance	\$7,000.00	\$7,000.00	\$7,000.00	\$7,500.00
TOTAL	\$10,000.00	\$10,000.00	\$10,000.00	\$15,000.00
Professional Fees				
Newsline Subscription Fees	\$125,000.00	\$125,000.00	\$125,000.00	\$135,000.00
Accounting/Bookkeeping	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
TOTAL	\$130,000.00	\$130,000.00	\$130,000.00	\$140,000.00

	FY2015	FY2016	FY2017	FY2018
Content Management				
Information Enhancement & Integration Project	\$32,500.00	\$32,500.00	\$32,500.00	\$35,000.00
TOTAL	\$32,500.00	\$32,500.00	\$32,500.00	\$35,000.00
Community Outreach & Training				
General Outreach & Training	\$22,000.00	\$22,000.00	\$22,000.00	\$24,000.00
Newsline @ School & Work	\$22,000.00	\$22,000.00	\$22,000.00	\$24,000.00
Newsline Silver Bells Senior Training	\$22,000.00	\$22,000.00	\$22,000.00	\$24,000.00
TOTAL	\$66,000.00	\$66,000.00	\$66,000.00	\$72,000.00
Advertising & Marketing				
Internet/Social Media	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00
Signup Seminars/Special Events	\$20,000.00	\$22,500.00	\$22,500.00	\$22,500.00
TOTAL	\$37,500.00	\$40,000.00	\$40,000.00	\$40,000.00
Conferences/Convention				
Travel	\$7,500.00	\$7,500.00	\$7,500.00	\$10,000.00
Conference & Exhibitor Fees	\$2,500.00	\$2,500.00	\$2,500.00	\$3,500.00
TOTAL	\$10,000.00	\$10,000.00	\$10,000.00	\$13,500.00
TOTAL COMPENSATION	\$440,300.00	\$448,650.00	\$448,650.00	\$479,825.00

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ATTACHMENT A-1

PROJECT TIMELINE

DELIVERABLE	FY2015	FY2016	FY2017	FY2018
Submit Monthly/Annual Reports	Ongoing	Ongoing	Ongoing	Ongoing
Large Group Training for Subscribers	11/10/14	11/30/15	11/30/16	11/30/17
Strategic Planning and Setup for Information Enhancement & Integration Project	12/31/14	N/A	N/A	N/A
Regional Open Houses/Signup Events (2)	12/31/14	12/31/15	12/31/16	12/31/17
Information Enhancement & Integration Project Startup	1/1/15	N/A	N/A	N/A
Silver Bells Statewide Senior Training Seminar #1	3/31/15	3/31/16	3/31/17	3/31/18

	FY2015	FY2016	FY2017	FY2018
Newsline @ School & Work Statewide				
Training Academy for Job Seekers	4/30/15	4/30/16	4/30/17	4/30/18
Regional Open Houses/ Signup Events (2)	4/30/15	4/30/16	4/30/17	4/30/18
Newsline @ School & Work Regional				
Training for Grades K-12	5/31/15	5/31/16	5/31/17	5/31/18
Newsline Ambassador Training	5/31/15	5/31/16	5/31/17	5/31/18
Newsline @ School & Work Statewide				
Training (Grades K-12)	8/31/15	8/31/16	8/31/17	8/31/18
Regional Open Houses/Signup Events (2)	8/31/15	8/31/16	8/31/17	8/31/18
Silver Bells Statewide Senior Training				
Seminar #2	8/31/15	N/A	N/A	N/A
Silver Bells Regional Senior Training				
Seminars (2 Regions)	N/A	8/31/16	8/31/17	8/31/18
Addition of 5 New Publications	8/31/15	8/31/16	8/31/17	8/31/18

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MARKETING PLAN

NFB-Newsline Texas will market the ANP through a strong cyber presence including a website, e-mail, and social media. It will also take a proactive approach to subscriber recruitment by developing more robust people-to-people initiatives. Both of these strategies are described in more detail in the statement of work and the project timeline, but below is a brief synopsis.

In addition to the telephone method of using the ANP, the program is available by computer via direct online access and through e-mail. Material is also available for download, and users can read program material through the use of Braille displays and personal digital readers. An accessible iPhone app is also available. Our upgraded cyber and social media presence will allow us to provide tech savvy consumers with email blasts and online information about these features and upcoming presentations, exhibits, and demonstrations. Marketing the ANP involves enhancing its services. It will be possible to add publications from neighborhoods and small communities using cyber media to locate and solicit these materials.

The NFB-Newsline Texas coordinator currently participates in a variety of conventions to educate professionals about the availability of the ANP. The program also hosts or presents at a variety of consumer group and civic organization meetings. These efforts will continue. However, we plan to increase this line of attack for recruitment by sponsoring six open houses and special sign-up events annually with a goal of increasing our reader base by at least three percent over the life of this contract. We will also utilize our new training initiatives, NFB-Newsline Texas @ School & work and Silver Bells Senior Training to increase the number of NFB-Newsline Texas Ambassadors who will work to help recruit new readers. Finally, the Information Enhancement & Integration Project will broaden the appeal of the ANP by making more state and local information available to subscribers.

While the training initiatives and the content management initiative are not intended as direct marketing tools, it is our intention to use them as springboards to augment our direct marketing efforts.