



Texas Capitol Gift Shop

Product Submittal

Welcome!

The State Preservation Board Retail Division (dba: The Capitol Gift Shops and the Bob Bullock Texas State History Museum Store) is committed to offering the widest possible range of items to its visitors.

Our Mission Statement

The Texas Capitol Gift Shop and the Museum Store in the Bob Bullock Texas State History Museum will offer visitors items related to: Texas (its history, its land, and its heritage), the Capitol, or State Government. It is the goal of the Retail Division to further the educational mission of both the State Preservation Board and the Texas State History Museum. In accordance with that mission, preference will be given to products with an educational focus.

It is our goal to feature products produced in Texas by Texans. All other criteria being equal, preference will be given to Texas-made products whenever possible.

Net revenue from the Capitol Gift Shops will help support continued Capitol preservation efforts, will provide a source of revenue for educational programming, and will help support the administrative operations of the retail operation. Net revenue from the Museum Store will help support the operations of the Texas State History Museum.

Criteria for Product Selection

1. The Director of Retail, along with the Product Review Committee, will review products and make final determinations regarding the inclusion of products in the retail stores. At the discretion of the Retail Director, products submitted for consideration may be subject to review by the Product Review Committee. The Product Review Committee may be comprised of various members of the State Preservation Board and/or Texas State History Museum. Products will be selected based upon a review of the following criteria:

- Compatibility with the Mission Statement
- Quality
- Value (price)
- Uniqueness
- Presentation
- Visual appeal
- Demonstrated marketability
- Quality in packaging

2. All items should reflect the mission of the State Preservation Board and/or The Bob Bullock Texas State History Museum, should be of production quality, and should be suitable for display within a significant historic or educational structure on the State Capitol grounds. Only the highest quality products relating to the state of Texas (its land, history and heritage), the Capitol, or Texas State Government will be considered for the retail stores.
3. The stores will not carry products that promote any specific Texas city, town, or region; any university; or any professional sports team.
4. The stores will only carry periodical reading materials with a circulation of over 100,000. The focus of these periodicals will reflect the politics, interests and lifestyles of Texans or subject matter relative to the State of Texas. Exceptions to this policy may be made if dictated by special circumstances. Topics of the periodicals will cover the following: Government, the Economy, Travel, Sports and Leisure, Lifestyle and Gracious Living, Current Events, or History.
5. All publications in our stores will have an emphasis on resource information. While subject to exception, we will avoid carrying works of fiction due to our inability to give fair representation to the high number of Texas authors.
6. All other criteria being equal, preference will be given to Texas vendors.
7. When comparing similar products with other criteria being equal, the lowest wholesale cost will be the determining factor.
8. All products must complement existing inventory.
9. Preference will be given to products that have a demonstrated record of retail sales in a similar retail venue.
10. A majority of the projects carried in the Retail Stores will have a retail price of \$25 or less.
11. All products must achieve an acceptable level of sales activity within three months of receipt-of-order to be considered for continued representation in the retail stores.
12. Items must have the ability to be produced and shipped quickly and in reasonable quantities for resale. Unless otherwise specified on the purchase order, shipments must be received within 30 days of order.

Creating a Submissions Package

In order for your product(s) to be considered for inclusion in our Capitol Gift Shops or Museum Store (at the Bob Bullock Texas State History Museum), you must first complete a Vendor Information Sheet.

To download the Vendor Information Sheet [click here](#).

To familiarize the State Preservation Board with your product and company, you should send us a submissions package that includes the following:

- Your Proposed Terms of Sale
- Product Samples or Images
- Product Information
- Promotional Artwork
- Vendor Information sheet

Where to send your submissions package:

Electronic Address: new.product@tspb.state.tx.us

Physical Address: Texas State Preservation Board
201 East 14th St., Suite 950
Austin, Texas 78701

Proposed Terms of Sale

Since one of the most important criterion upon which we evaluate new products is the ultimate cost to the consumer, we need to know, at the time of solicitation, what our wholesale cost will be. Therefore, your proposed terms should include the following information:

Discount: If you are a publisher, the SPB generally receives a discount of 40% to 50% off the US retail (cover) price.

Payment terms: Please provide SPB with a copy of your discount schedule or wholesale price list for your product line. Standard terms are Net 30, and SPB is willing to take advantage of any early payment discounts of 2% or greater. By law, state agencies are prohibited from pre-payment for any product, samples, or any work toward the development of products. SPB pays all invoices 30 days after the latter of receipt of goods or receipt of invoice.

Minimums: Please indicate minimum requirements on opening orders and reorders. This will enable us to structure our purchase orders to meet your requirements.

Shipping responsibility: Shipping charges to our warehouse or stores are pre-paid by the vendor and included on our product invoice. Although most products are shipped via UPS or other private commercial shipper, we prefer to be shipped via "best method" for all heavy or oversize orders. Orders being shipped by a private trucking company must be arranged through our Purchasing Coordinator prior to being shipped. SPB reserves the right to refuse any shipments not arranged in advance.

Product Samples

Products may be submitted for review by any of the following three methods:

Physical sample: Your submission should reflect one complete sample of your product, package

included. Please note that all samples submitted for review become the property of SPB unless specified otherwise in advance. Return request of samples must be accompanied by a pre-paid UPS return label. Arrangements for personal pick-up may also be made.

Catalog: Catalogs, along with appropriate product information and wholesale price list, may be submitted in lieu of, or in addition to, any samples.

Digital images: Digital images, along with appropriate product information and wholesale price list, may be submitted in lieu of, or in addition to, any samples.

NOTE: Submittals in any form must be accompanied by a Vendor Information Sheet.

Product Information

A detailed description of all products and a complete price list must accompany all submittals. Please also include your company's terms and conditions as well as any other pertinent ordering information; this may include minimum opening order amount, minimum reorder amount, standard delivery schedule, etc.

Promotional Art

In the event your product is selected for solicitation by SPB, you will be required to submit promotional artwork for use in printed and/or electronic marketing materials. Following are the methods in which we can accept product images and promotional artwork:

Format

Digital images: Images may be supplied in JPEG, TIFF or EPS formats. Resolution should be 300 dpi at 2" x 3". Smaller files (under 15 MB) can be transmitted as attachments via email; larger files should be sent on CD-ROM.

Photographs: Slides, transparencies, and photographs are all acceptable.

All images become the property of SPB and cannot be returned. A thirty (30) word description must accompany all products.

Reviewing Your Submission

Once your submissions package arrives, your product is evaluated by members of our Product Selection Committee according to the product selection criteria listed at the beginning of this document. The SPB receives a high volume of product submittals and diligently reviews them all according to the Product Selection Criteria to determine their sales potential.

If, for any reason, we choose not to solicit your product(s) and you have completed all of the steps of the submission process, you will receive a letter from us stating the reason for our decision and a pledge to keep your information on file should circumstances change at a later point in time.

If your product(s) have been selected for solicitation, you will be contacted by the SPB Purchasing Coordinator to pursue the terms and conditions of the purchasing process.

Contact Information

Please be sure to include complete contact information with your submissions package including name of contact, address, phone, fax and (if applicable) URL and email address. Failure to submit complete and accurate information in the Submissions Package can be grounds for immediate termination of the review process.

NEW ACCOUNT INFORMATION

The undersigned hereby claims an exemption from payment of taxes under Chapter 20, Title 112A, Revised Civil Statutes of Texas, for the purchase of the tangible personal property and/or services described below or on attached order or invoice, which is made a part hereof, and will be purchased from:

The Capitol Giftshops or The Texas State History Museum Store, divisions of the State Preservation Board

The State Preservation Board is a governmental entity and is, therefore, claiming exemption from payment of these taxes.

Description of tangible personal property and/or services to be purchased: **Merchandise for resale or display**

Billing and Shipping Information:

<u>Ship to:</u>	<u>Bill to:</u>
Shipping/Receiving (Capitol Giftshop & Museum Store) 1201 San Jacinto Street Austin, Texas 78701 Phone: (512) 475-4687 Coordinator: Karen Griffin	Capitol Giftshop <i>a division of the State Preservation Board</i> P O Box 13286 Austin, Texas 78711 Attn: Accounting
Capitol Giftshop, Extension Store 1400 Congress Ave., Rm. E1.006 Austin, Texas 78701 Phone: (512) 475-2239 Coordinator: Misha Woodall	Capitol Giftshop <i>a division of the State Preservation Board</i> P O Box 13286 Austin, Texas 78711 Attn: Accounting
Capitol Giftshop, CVC Store 112 East Eleventh Street Austin, Texas 78701 Phone: (512) 305-8415 Coordinator: Misha Woodall	Capitol Giftshop <i>a division of the State Preservation Board</i> P O Box 13286 Austin, Texas 78711 Attn: Accounting
Texas State History Museum Store 1801 Colorado Street Austin, Texas 78701 Phone: (512) 936-4624 Coordinator: Kirby Smith	State Preservation Board - Retail Division <i>a division of the State Preservation Board</i> P O Box 13286 Austin, Texas 78711 Attn: Accounting

Purchasing Assistant:

SueAnn (susie) Yandell (512) 475-3607 FAX (512) 475.4886

Accounts Receivable:

Deanna Wall, Accountant
State Preservation Board - Retail Div
Phone: (512) 463-3005; Fax: (512) 475-3366

Federal Identification Number:

74-2354858

Texas Sales and Use Tax Permit (Resale number):

3-80980-9809-8

Trade References:

Vendor Name: University of Texas Press 1-74-6000203-7
Account #: 60158/79331
Address: PO Box 7819
Austin, Texas 78701
Phone: 512-471-7233
Fax: 512-232-7178

Vendor Name: The ChemArt Co. 1-05-0370798-5
Account #: CAP 150 ACK 296069
Address: 15 New England Way
Lincoln, RI 02865
Phone: 800-521-5001
Fax: 401.333.1634

Vendor Name: Charles Products 1-52-1704085-4
Account #: 5572
Address: 12290 Wilkins Ave.
Rockville, Md. 20852
Phone: 800-242-7537
Fax: 301.881-0813

Bank References:

Texas State Treasury
111 E. 17th Street
Austin, Texas 78701
Phone: 512-305-9112
Contact: Mike Doyle, Director of Treasury Operations
Agency Number: 809

TEXAS SALES AND USE TAX PERMIT

TAX 1A

This permit is not transferable and must be prominently displayed in your place of business.

Merchants: **DO NOT** accept a copy of this permit in place of a resale certificate. You will be responsible for sales tax unless you have a valid resale certificate on file.

TRADE NAME AND LOCATION ADDRESS

CAPITOL COMPLEX VISITOR CENTER
112 E 11TH ST
AUSTIN TX 78701

A new permit must be obtained if there is a change of ownership, location or trade name. If the location specified in this permit is closed, return this permit to the Comptroller of Public Accounts and indicate the date of the last taxable business transaction.

TAXPAYER NAME AND MAILING ADDRESS

STATE PRESERVATION BOARD
201 W 14TH ST STE 503
AUSTIN TX 78701-1614

Type of permit	LIMITED SALES TAX
Taxpayer number	3-80980-9809-8
Outlet number	00004
Effective date	03-01-94

John Sharp
JOHN SHARP
COMPTROLLER OF PUBLIC ACCOUNTS

For Sales Tax assistance or to request any forms call 1-800-252-5555 toll free nationwide, or call 512/463-4600.
(From a Telecommunication Device for the Deaf (TDD) ONLY call 1-800-248-4099 toll free, or call 512/463-4621.)

Please detach here and display your permit only.

3-80980-9809-8 00004
CAPITOL COMPLEX VISITOR CENTER

- Is the information printed on this permit correct?** If not, please tell us.
- If your trade name and/or location address are incorrect, enter the correct trade name and/or address. Do not use this form to show a change of location.
 - If your taxpayer name and/or mailing address are incorrect, enter the correct information.
 - If you have received a Federal Employer's Identification (FEI) number, enter it in the space below.
 - If you are no longer in business, enter the date of your last taxable business transaction.

if your permit is correct, you do not have to return this form.

- If any corrections are required, please enter the correct information on this form and return it to: JOHN SHARP, COMPTROLLER OF PUBLIC ACCOUNTS
Austin, Texas 78774-0100

Keep this permit until you receive a corrected permit.

NOTE: This form cannot be used if there has been a change of ownership or a change of location for this business. For these changes and to obtain a new permit, please contact your local Comptroller's field office, or you may call 1-800-252-5555 toll free nationwide, or call 512/463-4600.

(From a Telecommunication Device for the Deaf (TDD) ONLY call 1-800-248-4099 toll free, or call 512/463-4621.)

Enter taxpayer name shown on the permit

Enter taxpayer number shown on the permit

Outlet number shown on the permit

• Please enter only the information that has to be corrected.

Correct business trade name

Correct business location address

City

State

ZIP Code

Correct taxpayer name

Phone number (Area code and number)

Correct mailing address

City

State

ZIP Code

FEI number

If this location is out of business, enter the date of the last taxable business transaction.

For additional information, see the back of this form.

sign here

Taxpayer or authorized agent

Date

Comptroller's use only

JOB NAME: SALEAPP

Microfilm

PL16 00990 0201

Taxpayer number change

PL11 01000 0

Master name correction

PL10 01170 0

Master mailing address change

PLO6 01180

County code

| | | |

Master phone number add/change

PLO6 01185

Outlet/location name change

FALCON 01370

Outlet/location address change

FALCON 01380

County code

| | | |

City indicator

| |

OOB sales tax permit

FALCON 01420

OOB data

| | | |

NEW
00394

RETAIL DIVISION OF THE STATE PRESERVATION BOARD
Purchase Order Terms & Conditions

All goods/services must be listed on the Purchase Order (PO) form. If any changes to the scope of work are made, the Vendor must obtain a new or revised PO from the Retail Division of the State Preservation Board (SPB). The SPB is only obligated to pay for the goods/services listed on the PO. By accepting the PO and providing goods and/or services to the SPB, the governing body for the Texas Capitol Giftshops and the Museum Store in the Bob Bullock Texas State History Museum, the Vendor agrees to comply with the Purchase Order Terms and Conditions (POTCs) listed below. In the event of any conflict or inconsistency between these POTCs and any other part of the PO, the terms of the POTCs shall prevail. Any terms and conditions attached to a PO will not be considered, unless specifically referred to on the PO. The SPB reserves the right to refuse all shipments which fail to comply with any or all of these POTCs.

1. Packing and Shipping:

- A. PO number must appear on invoice and on all cartons.
- B. All cartons must be numbered (i.e. 1 of 3, 2 of 3, and 3 of 3).
- C. Unless agreed to in advance, vendor must ship via lowest possible freight. Freight charges may not exceed 10% of invoice total unless Vendor has received prior authorization from the SPB.
- D. A packing list must accompany all shipments.
- E. Prices on PO are firm and fixed. SPB must be notified of any price changes prior to shipping. Vendor may produce and charge for production overruns up to 10% over the SPB's order quantity.
- F. The cancellation date of all POs is 30 days after the order date unless otherwise stated on PO or unless Vendor has obtained prior authorization to ship goods past the cancellation date.

2. Independent Contractor: For the purposes of the PO, the Vendor shall be considered an independent professional and is not to be considered an employee of the SPB or the State of Texas. The Vendor may not enter into any agreement or make any representation on behalf of the SPB or the State of Texas.

3. Choice of Law/Jurisdiction: The PO shall be governed by, construed, and interpreted in accordance with the laws of the State of Texas. Any legal actions must be filed in Travis County, Texas. In the event of litigation the SPB shall not pay Vendor's attorney's fees unless directed to do so by a court of law.

4. Dispute Resolution: Any dispute arising under the PO is subject to Texas Government Code, Chapter 2260, and use of the dispute resolution process provided for in that chapter is required by law.

5. Indemnification: The Vendor shall defend, indemnify, and hold harmless the SPB, the State of Texas, all of its officers, agents, and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities arising out of, connected with, or resulting from any acts or omissions of the Vendor or any agent, employee, subcontractor, or supplier of the Vendor in the execution or performance of the PO. Any provisions binding the SPB to do the same are void.

6. Limited Liability: The SPB will not be liable for any incidental, indirect, special, or consequential damages under contract, tort (including negligence), or other legal theory. The SPB's liability to Vendor under the PO will not exceed the total charges to be paid by the SPB to Vendor under the PO.

7. Damage to Grounds and Buildings: Vendor shall be financially responsible for any and all damage done by its employees, agents and subcontractors to the SPB grounds and buildings. Vendor is responsible for the removal of all debris resulting from work performed under the PO.

8. Patents and Copyrights: The Vendor shall protect the SPB, the State of Texas, all of its officers, agents, and employees from and against all claims involving infringement of patents or copyrights arising out of, connected with, or resulting from the Vendor's execution or performance of the PO. The Vendor understands that all work products including deliverables, source and object code and documentation, in whole or in part, will be deemed works made for hire of the SPB and for purposes of copyright law and copyright will belong solely to the SPB.

9. No-Fault Termination: The SPB may, at its option and sole discretion, terminate the PO, in whole or in part, at any time, for any reason whatsoever, by giving a written notice to the Vendor at least thirty (30) days prior to the effective date of termination.

10. Termination for Default: The SPB may terminate the PO immediately for default by providing written notice to the Vendor of such termination if the Vendor fails to execute the work properly, performs the work in an unsatisfactory manner, or fails to perform any provision of the PO. In the event of termination for default, the SPB shall have all remedies against the Vendor as provided by law.

11. Termination by Vendor: The Vendor may request termination of the PO for a valid reason by giving sixty (60) days written notice to the SPB.

12. Force Majeure: The SPB may grant relief from performance of the PO if the Vendor is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Vendor. The burden of proof for the need for such relief shall rest upon the Vendor. To obtain release based on force majeure, the Vendor shall file a written request with the SPB.

13. Assignment: The Vendor shall not assign the whole or any part of the PO without the SPB's prior written consent. The PO is void if sold or assigned to another company without written approval of the SPB. The SPB may sub-lease or assign equipment and related services provided via the PO to other entities which contract with the SPB to provide agency support or services.

14. Notice of Administrative Changes: The Vendor shall provide written notification of administrative changes, including changes to company name, address, telephone number, and billing instructions, to the SPB as soon as possible, but not later than thirty (30) days from the date of the change.

15. Substitutions: Substitutions are not permitted without the written approval of the SPB.

16. Public Disclosure: Information, documents, and other materials related to the Purchase Order may be subject to public disclosure pursuant to Texas Government Code, Chapter 552 (the "Public Information Act"). No public disclosures or news releases pertaining to the PO shall be made without prior written approval of the SPB. The Vendor is prohibited from using PO information such as sales values, volumes, or the State of Texas or the SPB as customers in sales brochures or other promotions or advertisements, including press releases, unless prior written approval is obtained from the SPB.

17. **Antitrust:** The Vendor certifies that the business entity named on the PO has not violated the antitrust laws of the State of Texas or of the United States. The Vendor hereby assigns to the SPB any and all claims for overages associated with the PO which arise under the antitrust laws of the State of Texas or of the United States.

18. **Affirmation Clauses:**

A. The Vendor affirms that he has not given, offered to give, or 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 PO. Any instances of unethical conduct, undisclosed conflicts of interest and/or potential conflicts of interest, and other improprieties by a Vendor are grounds for termination of the PO.

B. The Vendor certifies that the individual or business entity named in the PO is in compliance with Texas Government Code, Section 669.003, relating to contracting with executive head of a State agency.

C. Pursuant to Texas Government Code, Section 2155.004 and Texas Family Code, Section 231.006 (relating to child support), the Vendor certifies that the individual or business entity named in the PO is not ineligible to receive the specified PO and acknowledges that the PO may be terminated and payment withheld if this certification is inaccurate.

D. The Vendor agrees that any payments due under the PO will be applied toward any debt, including but not limited to delinquent taxes and child support, that is owed to the State of Texas.

E. The Vendor has not received compensation for the participation in the preparation of the specifications for the service or good covered by this PO.

F. The Vendor certifies that the business entity named in this PO is not currently delinquent in the payment of any franchise tax owed the State of Texas.

G. Conflict of Interest: Vendor has disclosed any existing or potential conflict of interest relative to the performance of the contract. Failure to do so will be grounds for the termination of this PO.

19. **Taxes:** Purchases made for state uses are exempt from Texas State Sales Tax and Federal Excise Tax. An Excise Tax Exemption Certificate will be furnished upon written request to the SPB.

20. **Right to Audit:** The Vendor understands that acceptance of funds under the PO acts as acceptance of the authority of the State Auditor's Office, the SPB, or any successor agency, to conduct an audit or investigation in connection with those funds. The Vendor further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all requested records. The Vendor 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 it awards.

21. **Severability:** If any term or condition of this PO shall be held invalid or unenforceable, the remainder of this PO shall not be affected and shall be valid and enforceable.

Invoicing Instructions: To receive payment, the Vendor must submit an invoice to: SPB ACCOUNTING. THE INVOICE MUST NOT BE INCLUDED WITH THE MERCHANDISE SENT TO THE SPB WAREHOUSE. The invoice must include the following:

1. The Vendor's name and mailing address;
2. Name and telephone number of a person designated by the Vendor to answer questions regarding the invoice;
3. SPB PO Number;
4. Valid Texas Identification number (TIN) issued by the Comptroller of Public Accounts;
5. Description of each item for the goods/services listed on the PO in sufficient detail to identify the order that relates to the invoice; and
6. Shipment date of goods listed on the PO or dates of services covered by the invoice.

The SPB will incur no penalty for late payment if payment is made in 30 or fewer days from the later of receipt of goods/services or an uncontested invoice.