

STATE OF TEXAS
COUNTY OF TRAVIS

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Agreement
Between
Texas Board of Nursing
And
Precision Micrographics & Imaging, Inc.

I.

The Texas Board of Nursing, hereinafter referred to as the “Board,” and Precision Micrographics & Imaging, Inc., hereinafter referred to as the “Contractor,” hereby make and enter into this agreement for the mutual consideration set forth below.

II.

Authority for Agreement: This agreement is entered into by the parties pursuant to Request for Proposal No. 507-17-139 (RFP), posted on March 20, 2017, in accordance with Texas Government Code §§ 2156.121 – 2156.125, and 34 Texas Administrative Code §20.208. Contractor was the only responsive bidder. Contractor’s response met all of the requirements of the RFP. On or about June 16, 2017, the Board awarded the Board’s contract for digital imaging services to Contractor. On or about August 31, 2017, the parties executed an amendment to the original agreement.

III.

Contract Documents: This agreement formally incorporates all of the requirements, affirmations, specifications, responsibilities, and the terms and conditions found in RFP 507-17-139, its attachments, addendum, amendment, and Contractor’s response/proposal, as follows:

- A. Request for Proposal No. 507-17-139 (RFP)
 - 1. Part A: Special Instructions
 - 2. Part B: General Instructions and Contract Terms and Conditions
 - 3. Attachment A: Execution of Offer
 - 4. Attachment B: Pricing Form
 - 5. Attachment C: Respondent’s Information and Best Value Questionnaire
 - 6. Contractor’s Proposal and Pricing Submission

In the event of any conflict between the agreed terms of this Contract and RFP 507-17-139, including its attachments, addendum, amendment, and Contractor’s response/proposal, this Contract controls.

IV.

Should it at any subsequent time appear that these modifications to the Contractor's Pricing Submission conflict with relevant provisions of State law, the Texas Board of Nursing reserves the right to alter this amendment to insure its conformity with State law.

V.

Responsibilities of the Parties: Except as otherwise provided in this Contract, the parties agree to abide by the specifications, scope of services, requirements, and all other responsibilities and terms and conditions outlined in RFP 507-17-139, its attachments, addendum, amendment, and Contractor's proposal and pricing submission.

VI.

Term of the Contract: The term of this Contract will begin on September 1, 2017, with an end date of August 31, 2018. The parties hereby exercise the first option to renew the initial contract for a period of one (1) year. Subsequent renewals will be made in accordance with RFP Sections A.3 and A.4.

VII.

Designation of Board Implementation Project Manager:

William Ray, Information
Resource Manager/Network
System Administrator:
(512) 305-6846;
Bill.Ray@bon.texas.gov

VIII.

Designation of Board Contract Manager:

Keith LaSalle, Purchaser:
(512) 305-6857;
Keith.LaSalle@bon.texas.gov

IX.

Designation of Board Project Manager:

William Ray, Information
Resource Manager/Network
System Administrator:
(512) 305-6846;
Bill.Ray@bon.texas.gov

X.

Designation of Initial Board Department Liaisons:

A. Enforcement:

1. Jessica Sonen, Program Supervisor VI: (512) 305-7431;
Jessica.Sonen@bon.texas.gov

B. Operations:

1. Veronica Roberson, Program Supervisor VI: (512) 305-7675;
veronica.robertson@bon.texas.gov

C. Advanced Practice Registered Nursing Licensing:

1. Nicole Buckingham, BSN, RNC-LRN, Program Supervisor: (512) 305-7575;
Nicole.Buckingham@bon.texas.gov
2. Carley Whitson, Administrative Assistant: (512) 305-6843;
Carley.Whitson@bon.texas.gov

Additional or alternate liaisons may be designated at a later date.

This contract is full and complete on its face, has been read by all parties, and no terms or conditions exist outside those acknowledged and accepted herein by the parties whose signatures appear below. Contractor may not assign any of its rights or delegate any of its obligations under this contract. Any assignment or delegation attempted by Contractor in violation of this clause will be void and ineffective for all purposes.

For the faithful performance of the terms of this contract, the parties hereto execute this contract in their respective capabilities on the dates indicated.

TEXAS BOARD OF NURSING

CONTRACTOR

By: 

Katherine A. Thomas, MN, RN, FAAN
Executive Director for the
Texas Board of Nursing
333 Guadalupe Street
Suite 3-460
Austin, TX 78701
P: (512) 305-6811
F: (512) 305-8101

By: 

Peggy Gelstenberg, President
Precision Micrographics & Imaging, Inc.
8204 N. Lamar Blvd, Suite C-20
Austin, Texas 78753
P: (512) 832-6602
F: (512) 832-5301

Date: 8/31/17

Date: 8-31-17