

STATE OF TEXAS
COUNTY OF TRAVIS

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**AGREEMENT BETWEEN
THE TEXAS BOARD OF NURSING
AND
PRECISION MICROGRAPHICS & IMAGING, INC.
RENEWAL NO. 2; FISCAL YEAR 2023**

The Texas Board of Nursing (the “Board”) and Precision Micrographics & Imaging, Inc. (the “Contractor”) hereby make and enter into this renewal agreement for the mutual consideration set forth below (the “Contract Renewal”). For purposes of this Contract Renewal, the Board and the Contractor are sometimes collectively referred to as the “Parties” or individually as a “Party.”

1 Authority for Agreement; Compliance with Procurement Laws

- 1.1 This Contract Renewal is the result of compliance with applicable procurement laws of the State of Texas. On November 18, 2020, the Board issued a Request for Proposals for digital imaging services (the “RFP”). The Contractor was the only responsive vendor that could provide all the requested services. Pursuant to Section 2157.068(f) of the Texas Government Code and Section 212.20 of Title 1 of the Texas Administrative Code, the Board requested and received an exemption from the Texas Department of Information Resources to contract with Precision Micrographics & Imaging, Inc. for its pricing schedule and terms and conditions for digital imaging services.
- 1.2 On or about December 18, 2020, the Board awarded the Board’s contract for digital imaging services to Contractor, and the Parties entered into a contract, effective December 31, 2020 (“FY 2021 Contract”).
- 1.3 On or about August 24, 2021, the Parties exercised their first option to renew the contract for an additional one-year period, effective September 1, 2021 (“Contract Renewal No. 1”).
- 1.4 Pursuant to Section 1.6 of the RFP and Section 5.1 of the FY 2021 Contract, the Parties hereby exercise their second option to renew the contract for a period of one (1) year, effective September 1, 2022 (“Contract Renewal No. 2”).

2 Contract Documents

- 2.1 Contract Documents. This Contract Renewal formally incorporates by reference all of the requirements, affirmations, specifications, responsibilities, and the terms and conditions of the prior contract documents, as follows:
- a) The Board's RFP;
 - b) The Contractor's Proposal;
 - c) The FY 2021 Contract; and
 - d) Contract Renewal No. 1.
- 2.2 Order of Precedence. In the event of any conflict between the agreed terms of this Contract Renewal and the prior contract documents, the order of precedence shall be as follows:
- a) This Contract Renewal No. 2;
 - b) Contract Renewal No. 1;
 - c) The FY 2021 Contract;
 - d) The Contractor's Proposal; then
 - e) The Board's RFP.
- 2.3 BON Required Terms and Conditions. This Contract formally incorporates by reference Addendum A – Texas Board of Nursing Terms and Conditions.

3 Term; Termination

- 3.1 Term. This Contract Renewal shall begin on September 1, 2022, and shall terminate on August 31, 2023. Following this Contract Renewal No. 2, the Contract Renewal may be renewed for one (1) additional one-year period. Further, the Board may extend the Contract Renewal for six (6) months following the last period of renewal or for such additional time as deemed necessary to secure and transition to a new contract.
- 3.2 Termination for Cause. If the Contractor fails to provide the goods or services contracted for according to the provisions of this Contract Renewal or fails to comply with any terms or conditions of this Contract Renewal, the Board may, upon written notice of default to the Contractor, immediately terminate all or any part of this Contract Renewal. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies as provided in equity, by law or under this Renewal. The Board may exercise any other right, remedy, or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of this Contract Renewal. The exercise of any of the foregoing remedies will not constitute a termination of this Contract Renewal unless the Board

notifies the Contractor in writing prior to the exercise of such remedy. The Contractor shall be liable for all costs and expenses, including court costs, incurred by the Board with respect to the enforcement of any of the remedies listed herein.

- 3.3 Contractor's Continued Performance. Notwithstanding any other provision of the Contract Renewal to the contrary, unless otherwise requested or approved in writing by the Texas Board of Nursing, Contractor must continue performance and will not be excused from performance during the period any breach of contract claim, dispute or mediation is pending under either of the above processes. However, Contractor may suspend performance during the pendency of such claim or dispute if Contractor has complied with all provisions of Section 2251.051 of the Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.
- 3.4 Termination for Convenience. The Board reserves the right to terminate this Contract Renewal at any time, in whole or in part, without cost or penalty, by providing thirty (30) calendar days' advance written notice, if the Board determines that such termination is in the best interest of the State. In the event of such a termination, the Contractor must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The Board shall be liable only to the portion of work the Board authorized in writing and which Contractor has completed, delivered to the Board, and which has been accepted by the Board. All such work shall have been completed, in accordance with Contract Renewal requirements, prior to the effective date of termination. The Board shall have no other liability, including no liability for any costs associated with the termination.

4 Signatories

IN WITNESS WHEREOF, the Parties have caused this Contract Renewal to be executed by their undersigned, duly authorized representatives. This Contract Renewal may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

This Contract Renewal 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. It is agreed and understood that the Contract Renewal may be amended only upon written agreement between the Board and Contractor, but in no case will the Contract Renewal be amended so as to make it conflict with the laws of the State of Texas.

For the faithful performance of the terms of this Contract Renewal, the Parties hereto execute this Contract Renewal in their respective capabilities on the dates indicated.

TEXAS BOARD OF NURSING

By 

Katherine Thomas, MN, RN, FAAN
Executive Director
Texas Board of Nursing
333 Guadalupe Street, Suite 3-460
Austin, TX 78701

Date 9/1/2022

CONTRACTOR

By 

Barry Gerstenberg, Account Executive
Precision Micrographics & Imaging, Inc.
8204 North Lamar, Suite C-20
Austin, Texas 78753
P: (512) 893-8930
barry@precisionmicrographics.net
premicro@aol.com

Date 8/30/2022