



**Texas Board of Nursing  
Business Unit # 50700  
Purchase Order # 507-19-003**

Payment Terms: **NET30** Freight Terms: **FOB DESTINATION** Ship Via: **TRUCK** PCC: **I** Date: **10/10/18** PO Method: **DG** Dispatch: **Dispatch Via Print** Rev Dt:

**PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.**

**Vendor:** BANSAR TECHNOLOGIES INC  
9225 LIMONCILLO DR  
AUSTIN TX 787503426  
United States

**Ship To:** BON-RCV - CENTRAL RECEIVING  
WILLIAM P HOBBY BUILDING  
333 GUADALUPE  
SUITE 3-460  
AUSTIN TX 78701-3944  
United States

**Vendor ID:** 1203347874 9

**Purchaser:** KEITH D LASALLE  
**Phone:** 512/305-6857  
**Fax:**  
**Email:** Keith.LaSalle@bon.texas.gov

**Bill To:** WILLIAM P HOBBY BUILDING  
333 GUADALUPE  
SUITE 3-460  
AUSTIN TX 78701-3944  
United States

**Fax:**  
**Email:** 507ACCTING@BON.TEXAS.GOV

**PO Information:**

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	Programmer/Developer Analyst II temporary services	920/66	272.0000	HR	\$81.63000	\$22,203.36	10/10/2018
						<b>Schedule Total</b>	\$22,203.36
						<b>Item Total for Line # 1</b>	\$22,203.36

**Total PO Amount** \$22,203.36

**All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.**



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**TEXAS BOARD OF NURSING  
TERMS AND CONDITIONS**

**ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARD**

Effective September 1, 2006, all electronic and information resource products, available in the commercial marketplace or when such products are developed in response to a procurement solicitation, must comply with Chapter 2054, Subchapter M of the Texas Government Code and the Rules of the Texas Department of Information Resources adopted in Texas Administrative Code Title 1, Part 10, Chapter 213, Subchapters A B. Vendors of such products must provide either a copy of their Voluntary Product Accessibility Template (VPAT); or a print out of each entry and response page of the Federal Buy Accessible Wizard for the product; or a report that addresses the same accessibility criteria, in substantially the same format.

**DISPUTE RESOLUTION PROCESS FOR VENDOR BREACH OF CONTRACT CLAIM**

(1) The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by Office of the Texas Board Nursing (BON) and the contractor to attempt to resolve any claim for breach of contract made by the contractor:

(A) A contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to the chief executive officer of the BON or his/her designee. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of BON and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

(B) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by BON if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

(C) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by BON nor any other conduct of any representative of BON relating to the contract shall be considered a waiver of sovereign immunity to suit.

(2) The submission, processing and resolution of the contractor's claim is governed by the published rules adopted by BON pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

(3) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.

**RIGHT TO AUDIT**

Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Contractor will reimburse the State of Texas for all costs associated with enforcing this provision.

**PAYMENT**

Payment will be made upon submission of an invoice which shall be submitted in accordance with the specifications for this procurement. The items invoiced must be described in the same fashion as on the Texas Board of Nursing's Purchase Order and must reference the Purchase Order number. Each invoice presented must include the Texas Board of Nursing's Purchase Order number, serial numbers (if applicable), the delivery date, the delivery location, and the unit price for each item within a shipment (if applicable). It is the policy of the Texas Board of Nursing to make payment on a properly prepared and submitted invoice within thirty (30) days of any final acceptance of performance under a procurement. The Texas Board of Nursing shall not be liable for any performances rendered or obligations incurred on behalf of the Texas Board of Nursing by Vendor before execution of a Purchase Order. All obligations of the BON are subject to the availability of legislative appropriations and, federally funded procurements, to the availability of federal funds applicable to this procurement. BON will not be in default for nonpayment under this contract if such appropriated funds or federal funds are not available to the BON for payment of BON's obligations under this contract. Payment will be made in accordance with the Texas Prompt Payment law, Texas Government Code, Subtitle F, Chapter 2251.

