

## AM02 - Texas A&amp;M University

P.O. Date: 2/10/2017

## Purchase Order

Purchase Order Number

AM02-17-P045258

SHOW THIS NUMBER ON ALL  
PACKAGES, INVOICES AND  
SHIPPING PAPERS.

V E N D O R	Vendor Number: 00061271 Innocence Project of Texas
	PO Box 6567 Austin, TX 78702

INVOICING VENDOR SHALL SUBMIT AN ITEMIZED INVOICE SHOWING PURCHASE ORDER NUMBER. IF YOUR INVOICE IS NOT PROCESSED AS INSTRUCTED, PAYMENT MAY BE DELAYED.

S H I P T O	Texas A&M University School of Law Attn: Contact LORI ROGDE at (817)584-4275 Law Building 1515 Commerce St. Fort Worth, TX 76102 US Email: clw@law.tamu.edu Phone: (817) 212-4081
	ATTN: FMO Accounts Payable 750 Agronomy Road - Suite 3101 6000 TAMU Attn: Email invoices to invoices@tamu.edu Attn: Do not mail invoice if sending via email College Station, TX 778436000 USA Email: invoices@tamu.edu Phone: (979) 845-8362

**Please login to Buy A&M to retrieve attachments associated with the Purchase Order.**

Solicitation (Bid) No.:

Payment Terms: Net 30  
Shipping Terms: F.O.B., Destination  
Freight Terms: Freight Allowed  
Delivery Calendar Day(s) A.R.O.: 0

Item # 1  
Class-Item 962-58

Renewal 1 of 4 Year Option  
(P009419)

Direct the Innocence Clinic and to provide Educational Services and Training to law students in the Innocence Clinic at the Texas A&M University - Law School campus located in Fort Worth, TX for the period of September 1, 2016 through August 31, 2017.

#### Scope of Work

The Provider must be a non-profit organization that has extensive experience in the evaluation, investigation, and litigation of claims of actual innocence.

The Provider will provide a qualified, experienced person or persons to supervise and work directly with law students on cases assigned to them in the clinic during the fall, spring and, summer terms of the academic year 2016-17.

The Provider will provide a qualified, experienced person or persons to teach the classroom component of the Innocence Clinic and one related course approved by the School of Law. Such person or persons will need to satisfy Texas A&M University hiring policies and protocols and for adjunct faculty.

Each instructor or clinic supervisor provided by the Provider is required to have a J.D. degree, to be licensed to practice law in the State of Texas, and to have substantial experience in evaluating, investigating, and litigating claims of actual innocence.

The Provider will have qualified staff to conduct intake of claims and to screen correspondence from persons claiming actual innocence to ensure that claims of innocence reviewed by Innocence Clinic students are claims that are potentially actionable.

The Provider must have the capability to engage qualified experts to assist in the evaluation and investigation of cases that focus on forensic issues, prosecutorial misconduct, and other ways of proving innocence.

The School of Law must be afforded the capability of monitoring classes to assure quality control of teaching methods and the student experience.

The instructors must abide by Texas A&M School of Law academic standards with respect to attendance and grading requirements.

The Provider, its staff, and all clinical supervisors and instructors must abide by Family Educational Rights and Privacy Act (FERPA) and the Texas A&M School of Law's policies with respect to the handling of education records.

The Provider will submit quarterly itemized invoices for services rendered and expenses.

The Provider must agree that all eligible itemized invoices submitted to the Texas A&M School of Law for reimbursement will relate directly to services rendered to the School of Law Innocence Clinic.

The Provider must agree to submit regular status reports necessary for oversight and audit of funds paid under the contract and to submit conflict of interest policies for its non-profit board members.

Reporting shall include, but not limited to the following:

- Total requests for assistance received;
- Requests for assistance based on new claim of actual innocence;
- Number of innocence claims screened;
- Number of innocence claims closed after screening;
- Number of innocence claims closed after investigation;
- Number and summary of innocence claims with legal remedy pursued;
- Number and summary of innocence claims with relief granted;
- Number and summary of innocence claims with relief denied;

If the renewal option is exercised, the awarded vendor may increase their contract price to reflect increases in the cost of providing the service. Vendors must quote a price adjustment factor in terms of a maximum percentage increase for each extension period.

Year 1 - 5%

Year 2 - 5%

Year 3 - 5%

Year 4 - 5%

Cancellation:

Upon award, any order is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated. Texas A&M University reserves the right to immediate cancellation due to non-performance. Texas A&M University reserves the right to cancellation with thirty (30) days written notice.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 89,500.00	LOT	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 89,500.00

Item # 2

Insurance Requirement:

The successful vendor will be required to provide an insurance certificate, with Texas A&M University listed as an additional insured party, in the amounts indicated in Attachment A - Insurance Requirements.

Certificate of Insurance shall be submitted to:

Texas A&M University  
Procurement Services  
Attn: Patty Winkler  
PO Box 30013  
College Station TX 77842-3013

Or via email or fax

p-winkler@tamu.edu  
979-845-3800

It shall be the responsibility of the successful vendor to maintain a certificate of insurance on file with Procurement Services for the terms of the agreement as well as any extensions.

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 89,500.00

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M UNIVERSITY AGENCY PROCUREMENT OFFICE PRIOR TO SHIPPING.

The State of Texas is Exempt from all Federal Excise Taxes.  
State and City Sales Tax Exemption Certificate: The A&M System claims an exemption from taxes under Chapter 20, Title 122A Revised Civil Statutes of Texas for purchase of tangible personal property described in this order, purchased from Vendor listed above as this property is being secured for the exclusive use of the State of Texas.

FAILURE TO DELIVER: If the Vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies and equipment elsewhere, and charge the increase in price and cost of handling to the Vendor. No substitution or cancellations permitted without prior approval of The Texas A&M University System.

THE TEXAS A&M UNIVERSITY SYSTEM TERMS AND CONDITIONS APPLY.

APPROVED

By: Patty Winkler

Email: p-winkler@tamu.edu

Phone#: (979) 845-4556

BUYER