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Customer:	Hidalgo County Health Department (TX)	Document Number: Q17801
Address:	Hidalgo County Emergency Management 1615 S Closner Ste G McAllen, TX 78539	
Contact:	Rigoberto Hinojosa, Director of Operations	
Phone:	(956) 383-6221 x 215	
Summary:	WebEOC Software Support for period 11/01/12-10/31/13	
Reference:	DIR-SDD-822	
Date:	05/25/12	
Quote Expires:	10/31/12	

Product ID	Description	Price	Quantity	TX DIR Price	Extended Price
Technical Services					
SS-CIMS7-PRS-TXDIR	WebEOC Professional, v7 Software Support, Silver - TXDIR 11/01/12-10/31/13	\$9,000.00	1	\$7,965.00	\$7,965.00
SS-CIMS7-ADL-TXDIR	WebEOC Redundant Server Software Support - TXDIR 11/01/12-10/31/13	\$800.00	1	\$708.00	\$708.00
	Tax Not Included				\$8,673.00

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Contract Number: **Dir-Sdd-822**

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+Products and Services

Software

Emergency Preparedne... (1)
Software (1)

+Brand

ESI (2)

+Vendor/Reseller

ESI Aquisition, Inc. (2)

+HUB Type

Non HUB (2)

Contracts by Product/Service Category

Product Sub-Type	Contract No.	Vendor Name	HUB Type
Emergency Preparedness Software and Related Services	DIR-SDD-822	ESI Aquisition, Inc.	Non HUB
Software	DIR-SDD-822	ESI Aquisition, Inc.	Non HUB

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Dept. of Information Resources
300 W. 15th St. Ste. 1300
Austin, TX 78701 [MAP](#)
(512) 475-4700

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ESI Aquisition, Inc.

URL [Vendor Website](#)
Vendor ID 1582498832100
HUB Type Non HUB

DIR Contract Number DIR-SDD-822
Contract Term End Date 12/4/2012
Contract Exp Date 12/4/2012

ESI Aquisition, Inc.

Contact Kent Cawley
Phone (512) 334-6670
Fax (706) 826-9911

DIR

Contact Lisa Maldonado
Phone (512) 463-5662
Fax (512) 475-4759

How to Order

1. For product and pricing information, visit the ESI Aquisition, Inc. website or contact Kent Cawley at (512) 334-6670.
2. Generate a purchase order, made payable to ESI Aquisition, Inc.. You must reference the DIR Contract Number **DIR-SDD-822** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor sales representative.

Contract Overview

DIR negotiates pricing for a quantity of one. Customers are encouraged to negotiate additional discounts based on volume.
DIR maintains a default administrative fee of .50 percent. In some cases, the fee may be as low as .25 percent.

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Contract: DIR-SDD-822

Standard Terms and Conditions PDF - 158 KB

This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 105 KB | Updated 12/21/2010

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 40 KB | Updated 12/21/2010

Pricing for available products and/or services under this contract are limited to those identified in the appendix.

Electronic and Information Resources (EIR) Accessibility

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

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Reseller Vendor Contacts

There are no resellers associated with this contract

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Appendix C, Pricing Index

Publisher/Software Product Name/Modules	Customer Discount % off MSRP
WebEOC® Professional - Standard Edition v7 w/YR 1 Silver	11.50% ✓
WebEOC® Professional Redundant Server Software w/YR1 Support	11.50% ✓
ESiWebFUSION™ w/YR1 Support	11.50%
WebEOC Plug-ins/Modules	
WebEOC® Resource Manager w/YR1 Support	11.50%
WebEOC® Team Manager w/YR1 Support	11.50%
WebEOC® Mapper Professional w/YR1 Support	11.50%
Services	
Product Installation	
Maintenance and support	
WebEOC® <i>Professional</i> , v7 Software Support, Bronze	11.50%
WebEOC® <i>Professional</i> , v7 Software Support, Silver	11.50%
WebEOC® Redundant Server Software Support - TXDIR	11.50%
WebEOC® Resource Manager Software Support	11.50%
WebEOC® Team Manager Software Support	11.50%
WebEOC® Mapper Professional Software Support	11.50%

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

ESI Acquisition, Inc.

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and ESI Acquisition, Inc. (hereinafter "Vendor"), with its principal place of business at 699 Broad Street, Augusta, Georgia 30901.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-104, on July 13, 2007, for Emergency Preparedness Software. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-104 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor's Response to RFO DIR-SDD-TMP-104, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-104, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Emergency Preparedness Software as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to those services specifically related to the Emergency Preparedness Software referenced in section 3.A above. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

A. Manufacturer's Suggested Retail Price (MSRP)

MSRP is defined as the product sales price suggested by the manufacturer or publisher of a product.

B. Customer Discount

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing Index.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

$$\text{Customer Price} = \text{MSRP} - \text{Customer Discount}$$

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This Contract shall be amended within ten (10) business days to reflect the lower price.

D. DIR Administrative Fee

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

E. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

F. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

G. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized by the current State Travel Regulations. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

H. Changes to Prices

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is two percent (2%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$2,000.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Sherri Parks, Director
Contracting & Procurement Services
Department of Information Resources
300 West 15th Street, Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Facsimile: (512) 475-4759
Email: sherri.parks@dir.state.tx.us

If sent to the Vendor:

Curtis McDonald
Chief Operating Officer
ESI Acquisition, Inc.
823 Broad Street
Augusta, GA 30901
Phone: (706) 823-0911
Facsimile: (706) 826-9911
Email: cmacdonald@esi911.com

With Copy to:

Melissa M. Leigh
General Counsel
ESI Acquisition, Inc.
823 Broad Street
Augusta, GA 30901

7. Software License and Service Agreements

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

A. Appendix A, Section 9. Vendor Responsibilities, A. Indemnification, 1. Acts or Omissions is hereby restated in its entirety as follows:

1) Acts or Omissions

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. VENDOR SHALL PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCIES AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

B. Appendix A, Section 9, Vendor Responsibilities, N. Required Insurance Cover, 3. Business Automobile Liability Insurance is hereby restated in its entirety as follows:

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- a) 30-day Notice of Termination; and
- b) Additional Insured.

This Contract is executed to be effective as of the date of last signature.

ESI Acquisition, Inc.

Authorized By: __Signature on File_____

Name: _Curtis R. McDonald_____

Title: __COO_____

Date: _11/26/08_____

**The State of Texas, acting by and through the
Department of Information Resources**

Authorized By: __Signature on File_____

Name: Cindy Reed_____

**Title: Deputy Executive Director
Operations & Statewide Technology Sourcing**

Date: __12/04/08_____

Legal: __CK 12/03/08_____