

Home > Explore DIR Contracts

Contract Number

DIR-CPO-4699

Contract Term Date: 07/18/24 ?

Contract Expiration Date: 07/18/27 ?

Vendor Information

[Environmental Systems Research Institute, Inc. \(ESRI\)](#)

VENDOR CONTACT:

[Traci Tracey](#)
Phone: (210) 499-1044
[Vendor Website](#)

DIR CONTACT:

[Jacqueline Torres](#)
Phone: (512) 475-4588

Vendor ID: **1952775732200**

HUB Type: **Non HUB** ?

RFO: **DIR-CPO-TMP-444**

Contract Status: **Active**

Contract Overview

Environmental Systems Research Institute, Inc. (ESRI) offers Geospatial Products and Custom Geospatial Data and Services through this contract. Available Geospatial Core Datasets include: Aerial Imagery (orthoimagery); Elevation (LiDAR); Pictometry. Consult Appendix C, Pricing Index for a full product/service offering. This contract may be used by state and local governments, public education, other public entities in Texas, as well as public entities outside of the state. There are no resellers or subcontractors on this contract.

Contract Details & Ordering Information

[Products & Services](#)

[Commodity Codes](#)

[Brands](#)

Contract Documents

[How to Order](#)

[Resellers](#)

Contract Documents for DIR-CPO-4699

Contract documents include all essential contract documents for your procurement file.



[DIR-CPO-4699 Contract.pdf](#) (672 KB)

Date posted: 10/10/2023



[DIR-CPO-4699 Appendix A Terms and Conditions.pdf](#) (1435 KB)

Date posted: 10/10/2023

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCT, SERVICES, AND RELATED SERVICES
Environmental Systems Research Institute Inc.

1 Introduction

1.1 Parties

This contract for Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services (this “Contract”) 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 Environmental Systems Research Institute Inc., a California corporation (hereinafter “Successful Respondent”), with its principal place of business at 380 New York Street, Redlands, CA 92373.

1.2 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-CPO-TMP-444, on 12/20/2019, for Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services (the “RFO”). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-444 shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

- a) For transactions under this Contract, the order of precedence shall be as follows:
 - i. this Contract;
 - ii. Appendix A, Standard Terms and Conditions;
 - iii. Appendix B, Successful Respondent’s Historically Underutilized Businesses Subcontracting Plan;
 - iv. Appendix C, Pricing Index;
 - v. Appendix D, Service Agreement;
 - vi. Exhibit 1, RFO DIR-CPO-TMP-444, including all Addenda; and
 - vii. Exhibit 2, Successful Respondent’s Response to RFO DIR-CPO-TMP-444, including all Addenda.
- b) Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in Appendix A, Standard Terms and Conditions.

2 Term of Contract

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the “Initial Term”), with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a “Renewal Term”). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 Option to Extend

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contract following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of this Contract, with the sole and limited exception that the term shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to Successful Respondent.

4 Product and Service Offerings

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-444 for Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services. At DIR’s sole discretion, Successful Respondent may incorporate changes or make additions must be within the scope of the RFO.

5 Pricing

5.1 Pricing Index

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

5.2 Customer Discount

- a) The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, “List Price” is the price for a product or service published in Successful Respondent’s price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, “MSRP,” or manufacturer’s suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.
- b) Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.