



Sales Tax Exemption

Texas Division of Emergency Management is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes of Texas, for all purchases made for the exclusive use of Texas Division of Emergency Management.

The laws of the State of Texas shall govern this Purchase Order.

Member of the Texas A&M University System.

Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
Apr 24, 2020	AB0533888	0
Contact instructions for questions regarding this Purchase Order: If Buyer Contact information is listed below, please contact the Buyer. If not, please contact the Customer.		
Buyer Contact:		
Buyer	Buyer Email	Buyer Phone Number
mew - Williams, Mary	me-williams@tamu.edu	979.458.7434
Customer Contact:		
Name:	Bradley Jacobs	
Email:	BRADLEY.JACOBS@TDEM.TEXAS.GOV	
Phone:	+1 512-424-2394	

Order acceptance instructions:

Vendor guarantees that the products delivered or the services performed as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by Texas A&M's Department of Procurement Services prior to shipping or performance. This Purchase Order is governed by Texas A&M's Terms & Conditions, which are available online: <http://purchasing.tamu.edu/suppliers/bids-catalogue-tc-form/>

Supplier Information		Delivery Information	
Supplier Name	ESRI INC	Delivery Address	
Address	380 NEW YORK STREET REDLANDS, CA 92373 US	TAMUS Member:	30-Texas Division of Emergency Management (30)
Phone	+1 888-377-4575	Attn:	Mike Ouimet
Fax	+1 909-307-3083	Administration	
FOB / FREIGHT	Destination	Room	
Pre-Pay & Add	No	1033 La Posada Dr	
Payment Terms	0, Net 30	Austin, TX 78752	
Contract Number - Header	DIR-TSO-3446	United States	
Contract Number - Line	<i>no value</i>	Delivery Information	
Quote number		Required Delivery Date	
		Ship Via	Best Carrier-Best Way

Notes to Supplier

Shipping Instructions

Attachments for supplier

PO Clauses

Header	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	329	EIR COMPLIANCE	Vendor represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it offers to provide to the Agency under this purchase order (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code.) To the extent vendor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then vendor represents and warrants that it will, at no cost to Agency, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that vendor is unable to do so, then the Agency may terminate this Agreement and vendor will refund to the Agency all amounts the Agency has paid under this purchase order within thirty (30) days after the termination date.
	347	Information Security Controls	Vendor hereby acknowledges responsibility to comply with all applicable TEES policies, rules, standards, practices, and agreements, including but not limited to: safety policies, privacy policies, security policies, auditing policies, software licensing policies, acceptable use policies, and nondisclosure as required by TEES. For purposes of this section concerning Vendor Access, Confidential Information is defined as information that must be protected from unauthorized disclosure or public release based on state or federal law or other legally binding agreement and may include but is not limited to the following: personally identifiable information (social security number and/or financial account numbers, student education records); intellectual property (as set forth in Section 51.914 of the Texas Education Code); and medical records. Mission Critical Information is information that is defined by TEES to be essential to the continued performance of the mission of TEES, the unavailability of which would result in consequences to TEES. In the event Vendor should obtain or be granted access to Confidential and/or Mission Critical Information of TEES ("TEES Information"), Vendor will keep and protect TEES Information confidential to no less than the same degree of care as required by TEES policies, rules and procedures. At the expiration or early termination of this Agreement, Vendor agrees to return all TEES Information or agrees to provide adequate certification that the TEES Information has been destroyed. Vendor, its employees, agents, contractors, and subcontractors shall use the TEES Information solely in connection with performance by Vendor of the services provided to TEES pursuant to this Agreement, and for no other purpose. Should Vendor, its employees, agents, contractors, or subcontractors acquire other TEES Information during the course of this Agreement, it shall not be used for Vendor's own purposes or divulged to third parties. Vendor shall comply with all terms and conditions of any TEES non-disclosure agreement applicable to this Agreement. Failure to comply with the requirement not to release information, except for the sole purpose stated above, will result in cancellation of this Agreement

and the eligibility for Vendor to receive any TEES Information from TEES for a period of not less than five (5) years. Both parties shall each provide contact information for specific individuals. The designated contact for TEES shall be the Information Security Office, College of Engineering / TEES, 3126 TAMU, College Station, TX 77843, Phone: (979) 458-7705 Email: engr-iso@tamu.edu. The designated contact for Vendor shall be the Information Security Office, engr-iso@tamu.edu, (979) 458-7705. Vendor is responsible for reporting all security breaches directly to TEES.

700	Termination	Termination TDEM may at any time by written notice suspend or cancel this Purchase Order without cause. This Purchase Order and any TDEM Contract are subject to termination, without penalty, in whole or in part, if funds are not appropriated by the legislature of the State of Texas. Either Contractor or TDEM may terminate this Purchase Order upon 30 days written notice to the other, if the other party fails to perform or comply with any of the material terms, covenants, agreements, or conditions hereof, and such failure is not cured during such 30-day period. TDEM may terminate this Purchase Order immediately without further notice if Contractor: (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to the insolvency; or (iii) makes a general assignment or sale of Contractor's assets or business for the benefit of creditors. In no event will such termination by TDEM as provided for under this section give rise to any liability on TDEM's part including, but not limited to, Contractor's claims for compensation for anticipated profits, un-absorbed overhead, or interest on borrowing. TDEM's sole obligation hereunder is to pay Contractor for Goods or Services received prior to the date of termination.
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Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 5	Developer Service Retainer Package: choice of one of two options: 1) up to 20 hours of remoteconsulting; or 2) one day of onsite consulting support from a U.S. based Esri Application Developer. Period of service 12 months.	158343	EA	6,347.25 USD	10 EA	63,472.50 USD
2 of 5	Business Consultant Service Retainer Package: choice of one of two options: 1) up to 20 hours of remote consulting; or 2) one day of onsite consulting support from a U.S. based Esri Business Consultant. Period of service 12 months.	158348	EA	7,052.50 USD	3 EA	21,157.50 USD
3 of 5	Emergency Management Operations Launch Kit Service Package: up to five days of on-site deployment andconfiguration by one Esri consultant to enable an Initial Operating	170525	EA	21,963.50 USD	1 EA	21,963.50 USD

	Capability for Emergency Management Operations. Period of service 12 months.					
4 of 5	Educational Administrative Use Small Single Use Term License. Period of service 12 months.	157568	EA	2,500.00 USD	1 EA	2,500.00 USD
5 of 5	ArcGIS Enterprise Jumpstart - Standard Service Package: up to 4 days of on-site and/or remote installation and configuration support for an ArcGIS Enterprise implementation on up to 6 customer-provided physical, virtual, or cloud servers by 1 Esri cons	153637	EA	18,538.00 USD	1 EA	18,538.00 USD

Total **127,631.50 USD**

Billing Information

To assure timely payment please e-mail invoices to the email provided in the bill to address. If the invoice is sent via email, please do not send a duplicate copy through the mail. Only if email is not an option then submit invoices to the billing address indicated in the "Billing Address" section. To inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail abvendorhelp@tamu.edu. Invoice must include the PO/Reference number shown above.

Billing Address

Texas Division of
Emergency Mgmt-
Accounts Payable
***Do Not Mail
Invoices***
Email invoices to invoices@tamu.edu
750 Agronomy Road - Suite 3101
6000 TAMU
College Station, TX 77843-6000
United States