

# Admin Minnesota

## Office of State Procurement

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### CONTRACT RELEASE: C-785(5)

**DATE:** August 4, 2022

**PRODUCT/SERVICE:** Geospatial Software and Maintenance

**CONTRACT PERIOD:** Contract 156692 (Esri), May 3, 2019, through May 2, 2023  
Contract 160886 (R&K Solutions), July 15, 2019, through April 30, 2023

**EXTENSION OPTIONS:** up to 12 months

**ACQUISITION MANAGEMENT SPECIALIST /BUYER (AMS):** Elizabeth Randa

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<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
<b>Environmental Systems Research Institute, Inc. (ESRI)</b> Chris Johnson Manager, Commercial and Government Contracts 380 New York Street Redlands, CA 92373 USA	<b>156692</b>	<b>NET 30</b>	<b>n/a</b>

**VENDOR NO:** 0000206387

Chad Anderson  
Account Manager

**OFFICE:** (651) 454-0600, ext. 8319 | **EMAIL:** [canderson@esri.com](mailto:canderson@esri.com)

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<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
<b>R&amp;K Solutions, Inc.</b> Frank Quigley, President/CEO 1737 King Street, Suite 370 Alexandria, VA 22314 USA	<b>160886</b>	<b>NET 30</b>	<b>n/a</b>

**VENDOR NO:** 0000352179001

Frank Quigley  
President/CEO

**OFFICE:** (703) 683-7100 x 206 | **MOBILE:** (703) 851-4267

**EMAIL:** [Frank.Quigley@rksolutions.com](mailto:Frank.Quigley@rksolutions.com)

**CONTRACT USERS.** This Contract is available to the following entities as indicated by the checked boxes below:

- State agencies
- Cooperative Purchasing Venture (CPV) members

**STATE AGENCY CONTRACT USE.** State agencies should make every effort to use the Contract Vendor(s) listed. However, this Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar products and services from other vendors.

**STATE AGENCY ORDERING INSTRUCTIONS.** Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

### **INSTRUCTIONS ON USING ESRI'S CONTRACT**

**Purchases from Esri are subject to the Esri Master Agreement** (Esri Agreement No. E204S 00133877.0) (License Agreement). The [Esri License Agreement](#) is attached for your review.

#### **Ordering Instructions.**

There are no minimum order requirements or charges to process an individual purchase order. Purchase orders must include:

- The name or identification of Licensee,
- Place of delivery,
- The end-user name and contact information,
- Quantity,
- Description, and
- Unit price for the Contract Vendor to fill the orders.

**Esri Contract Number 00133877.0 and the PO number must appear on all documents** (e.g., purchase orders, invoices, packing slips, etc.).

#### **Transportation.**

Freight costs shall be included as a separate line on the invoice. Freight costs reductions must be passed on immediately to the State whenever they become effective.

In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO provided location is not a post office box. The Contract Vendor will not deliver to a post office box.

The Contract Vendor must provide for electronic delivery of communications, software packages, and technical support in industry-standard, accessible formats.

If you would like to review all the terms and conditions of the contract, contact the AMS/Buyer listed above.

### **INSTRUCTIONS ON USING R&K SOLUTIONS' CONTRACT**

**Licensing:** End users must execute the License Agreement with R&K Solutions. The State has negotiated this agreement, but OSP recommends that end users review the document carefully prior to signing, and negotiate any additional term or condition directly with R&K. The [R&K Software License Agreement](#) is attached for your review.

**Delivery:** Simple software implementations may be completed in as little as 90 days ARO. More complex implementations may require 180 to 270 days or more ARO, depending on customer requirements. Implementations may include configuration, data migration, testing, documentation, training, and go-live.

**CONTRACT FEEDBACK.** If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

## SERVICES.

**SERVICE CERTIFICATION FORM REQUIREMENTS.** Pursuant to Minn. Stat. § 16C.09, agencies must complete a “Service Contract Certification Form” prior to issuing an order for services offered from this Contract.

**PROFESSIONAL/TECHNICAL (P/T) SERVICES.** Professional Services must be related to the purchase of equipment (*or software, whichever applies to the Contract you are doing*) from this Contract and are limited to \$25,000 per project. For projects exceeding \$5000, agencies must complete a Professional/Technical two signature work order document, enter a Master Work Order (MWK doc type) in the SWIFT Contract Entry module, process a Work Order Certification Form, and create a SWIFT Purchase Order against the MWK Contract for the complete order: equipment and P/T Services. The T-Number for the Work Order Contract is the vendor’s OSP Contract Number listed in OSP’s Contract Release document. Once these steps have been completed, only the completed Professional/Technical two signature work order document, with both the OSP Contract Number and the Master Work Order Contract Number on it, should be sent to the vendor. Agencies cannot use a Purchase Order to procure these services, unless the total cost of the project is \$5000 or less.

**NOTE:** The [Professional and Technical Services Work Order Contract template](#) must be used by State agencies; non-State agencies have the option to use the [State of Minnesota Contract No. 156692 Sample Task Order](#) or any mutually agreed upon format (including a purchase order).

## SPECIAL TERMS AND CONDITIONS

**SCOPE.** To establish a contract(s) to support mission critical and operational applications and workflows with geospatial capabilities. These applications and workflows are typically provided as software packages by commercial vendors who license and support proprietary or non-proprietary software solutions.

**PRICES.** Prices are firm through the initial period of the contract. After that period, prices may increase once a year. Price increases are not effective until they are approved by the AMS. **NOTE:** At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a [Vendor Performance Report](#) if there is a discrepancy between the price on the invoice and the Contract price.

**VERIFYING THE CONTRACT PRICES.** The following information explains the method(s) for calculating and/or confirming the contract prices:

The Contract(s) was executed with FIXED PRICING. The pricing offered must match or be lower than that detailed herein.

**Only accept contract vendor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and reworked by the Contract Vendor to show itemized State contract pricing).**

**Prior to accepting an order and/or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the terms and pricing of the contract.**

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

**Pricing Information for Esri's Contract:**

**Esri's price schedule:**

[http://www.mmd.admin.state.mn.us/pdf/C-785\(5\)Esri\\_Amd\\_5\\_Exhibit\\_B\\_Pricing.pdf](http://www.mmd.admin.state.mn.us/pdf/C-785(5)Esri_Amd_5_Exhibit_B_Pricing.pdf)

Esri may update the Price Schedule to add, rename or remove items each calendar quarter. Esri may, at its sole discretion, discontinue offering Products and services available under this Contract subject to the Contract Vendor's product life cycle. Notice will be provided when a Product or version will no longer be supported.

Esri is providing the State "GSA-Like Pricing." Esri has reserved the right to update the Price List through a duly executed amendment for an individual item at any time if the Price List price of that item falls below Esri's GSA pricing.

**Pricing Information for R&K Solutions' Contract:**

**R&K Solutions price schedule:**

[http://www.mmd.admin.state.mn.us/pdf/C-785\(5\)ExhibitC.R&KPriceSchedule.pdf](http://www.mmd.admin.state.mn.us/pdf/C-785(5)ExhibitC.R&KPriceSchedule.pdf)

**PURCHASING CARDS ALLOWED.** Contract Vendors will accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State. The State's single purchase limit is \$5,000 on the purchasing card, but it may be increased with the State's and the Contract Vendor's approval.

**IT ACCESSIBILITY.** When agencies are making purchasing decisions, the purchasing entities are responsible for evaluating the accessibility of IT products in accordance with the State of MN IT Accessibility standards that incorporate both Section 508 standards and Web Content Accessibility Guidelines 2.0 level 'AA' standards. This contract requires vendors to provide accessibility information, known as VPATs, for the products available through this contract. It is the purchasing agency's responsibility to request, collect, evaluate, and make a purchasing decision in compliance with these state laws.

**DATA SECURITY.** For any purchases of Esri ArcGIS Online, the Data Security terms in the [paragraph 37 of the Contract apply](#). For any purchases of Esri Managed Cloud Services, Data Security terms found in [Attachment A: Security Language for Esri Managed Cloud Services](#) shall apply. For any purchases of Esri.Tech Enclave Services, Data Security terms found in [Attachment B: Security Language for Esri.Tech Enclave](#) shall apply.

**REVISIONS.**

- 08/04/2022 Amendment executed with Esri (Contract 156692) to add Professional/Technical services and update the product and price list.
- 04/28/2022 Amendments executed with R&K Solutions (Contract 160886) and Esri (Contract 156692) to extend contract at same prices, terms, and conditions.
- 02/10/2022 Amendment with Esri (Contract 156692) to update product and price list.
- 05/01/2021 Amendment with R&K Solutions (Contract 160886) to extend contract at same prices, terms, and conditions. Amendment with Esri (Contract 156692) to extend contract and update product and price list
- 05/15/2020 Amendment with Esri (Contract 156692) to update product and price list.
- 11/13/2019 Administrative: Update contact information for Esri Account
- 07/15/2019 Executed Contract with R&K Solutions, Inc. (Contract 160886)