

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
MASTER COOPERATIVE CONTRACT
Woolpert, Inc

1 INTRODUCTION

1.1 Parties

This contract for Geographic Information Systems (GIS) & Digital Land Surveying Products and 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 Woolpert, Inc an Ohio For-Profit Corporation (hereinafter "Successful Respondent"), with its principal place of business at 4454 Idea Center Blvd., Suite 100, Beavercreek, OH 45430. This contract becomes effective on the date on which the last party to sign affixes its signature.

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-596, on May 7, 2025, for Geographic Information Systems (GIS) & Digital Land Surveying Products and Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-596, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

For transactions under this Contract, the order of precedence shall be as follows:

1. This Master Cooperative Contract;
2. Appendix A, Standard Terms and Conditions;
3. Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan;
4. Appendix C, Pricing Index;
5. Exhibit 1, RFO DIR-CPO-TMP-596, including all Addenda;

6. Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-596, including all Addenda; and
7. Any Purchase Agreement entered into between Customer 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" and together with the "Initial Term," the "Term"). Prior to expiration of the Initial Term and each Renewal Term (excluding the final 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. Additionally, DIR, in its sole discretion, may extend the final Renewal Term by up to ninety (90) days under the then-current terms and conditions upon thirty (30) days written notice to Successful Respondent.

3 PRODUCT AND SERVICE OFFERINGS

The products and services available under this Contract are limited to the products and services provided in Appendix C, Pricing Index. At DIR's sole discretion, Successful Respondent may make changes to its product and service offerings by a mutually agreed amendment to Appendix C, Pricing Index, provided that any changes must be within the scope of the RFO.

4 PRICING

4.1 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).

4.2 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 this Contract or 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.
- C. If products or services available under this Contract are provided by Successful Respondent at a lower price to: (i) an Eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other customer under the same terms and conditions provided for the same products and services under this Contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement does not apply to volume or special pricing purchases. Successful Respondent shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

4.3 Changes to Prices

- A. Subject to the requirements of this Section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.
- B. Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the

level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

5 DIR ADMINISTRATIVE FEE

- A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.
- B. All prices quoted to Customers shall include the DIR Administrative Fee. Successful Respondent shall not invoice Customers for the DIR Administrative Fee as a separate item or charge on any Invoice.
- C. DIR reserves the right to change the DIR Administrative Fee during the Term, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.
- D. The DIR Administrative Fee for any Customer purchase shall be the rate in effect on the date of the Purchase Agreement.

6 CONTRACT WEBPAGE REQUIREMENTS

In addition to the requirements listed in **Appendix A, Section 8.4, Internet Access to Contract and Pricing Information**, Successful Respondent shall include the following with its webpage:

- A. Warranty policies; and
- B. Return policies.

7 USE OF DESIGNATED RESELLERS

7.1 Authorization to Use Designated Resellers

Subject to the conditions in this Section, Successful Respondent may designate resellers to provide the products and services available under this Contract to Customers (such

resellers, "Designated Resellers") under the terms and conditions of this Contract. Designated Resellers may enter into Purchase Agreements with Customers on behalf of Successful Respondent and perform Successful Respondent's obligations thereunder. For the avoidance of doubt, Successful Respondent shall remain responsible for obligations to DIR arising under the Contract.

7.2 Responsibility for Designated Resellers

- A. Successful Respondent shall be responsible for its Designated Reseller's performance of and compliance with the Contract and all Purchase Agreements issued thereunder to the same extent as if Successful Respondent had directly entered into such Purchase Agreements.
- B. Successful Respondent shall enter into agreements with its Designated Resellers that are consistent with the terms of this Contract. The terms of this Contract take precedence over any conflicting terms in the agreements between Successful Respondent and Designated Resellers to the extent such terms relate to the performance of this Contract.
- C. Successful Respondent shall not contractually prohibit or otherwise attempt to prevent its Designated Resellers from participating directly in DIR or Eligible Customer procurements or solicitation opportunities.

7.3 Designation and Removal Procedures

- A. Successful Respondent may add Designated Resellers only upon written authorization by DIR.
- B. For each Designated Reseller, Successful Respondent shall provide DIR with the entity's:
 1. Legal name and assumed name, if applicable;
 2. Business address;
 3. Comptroller of Public Accounts identification number;
 4. Contact email address and phone number; and
 5. Any other information reasonably requested by DIR.
- C. DIR, in its sole discretion, may reject the addition or require the immediate removal of any Designated Reseller. DIR will make a good faith effort to provide

reasonable notice to Successful Respondent of the removal of any Designated Reseller.

- D. Successful Respondent may submit a request to DIR to remove a Designated Reseller. Successful Respondent shall provide DIR with any information reasonably requested by DIR related to such removal request, and the parties will cooperate to remove the Designated Reseller as soon as reasonably practicable.
- E. Upon removal of a Designated Reseller, any Purchase Agreements entered into with such Designated Resellers will survive in accordance with the terms of such Purchase Agreement and Section 4.5, Appendix A, Standard Terms and Conditions. Successful Respondent will remain responsible for the performance of such Purchase Agreement in accordance with Section 7.2 above.
- F. Upon designation or removal of Designated Resellers, Successful Respondent shall comply with the requirements of the state's Historically Underutilized Business ("HUB") program and revise its HUB Subcontracting Plan accordingly.

8 NOTIFICATION

All notices, demands, designations, certificates, requests, offers, consents, approvals, and other instruments given pursuant to this Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three (3) Business Days after being mailed via United States Postal Service. All notices under this Contract shall be sent to a party at the respective address indicated below or to another address as the party shall have notified the other party in writing.

If sent to the State:

Lisa Massock or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Email: dircontractmanagementoffice@dir.texas.gov

With copy to the DIR Contract Manager. See Appendix A at Section 10.2.1.

If sent to Successful Respondent:

Jeff Lovin
Woolpert, Inc
4454 Idea Center Blvd., Suite 100
Beavercreek, OH 45430
Phone: (407) 591-5002
Email: jeff.lovin@woolpert.com

Notices issued pursuant to a Purchase Agreement between Successful Respondent and Customer shall be made in accordance with the Purchase Agreement.

9 ADDITIONAL AGREEMENTS

9.1 Definition of Additional Agreements

“Additional Agreements” include any terms and conditions governing products or services purchased under this Contract that are incorporated into or made applicable to a Purchase Agreement but are not included in the list of documents in Section 1.3, Order of Precedence, hereof. Additional Agreements may be included in, but are not limited to, a Statement of Work, fiscal purchase orders, software licensing agreements, service agreements, leasing agreements, or any linked, click-through, supplemental, or affixed terms or conditions, regardless of when such additional terms and conditions are incorporated into or made applicable to a Purchase Agreement. For the avoidance of doubt, Additional Agreements include terms and conditions governing products or services purchased under this Contract that are incorporated by the publisher or manufacturer of the product or service.

9.2 Authority to Enter Into Additional Agreements

- A. Subject to the conditions in this Section, Successful Respondent and a Customer may enter into Additional Agreements. The terms and conditions of such Additional Agreements will be reviewed, negotiated, and agreed upon between the Customer and Successful Respondent. DIR has not reviewed and will not review any Additional Agreements, and is not a party to any Additional Agreements.

- a. Amendments or updates to Additional Agreements shall not be made without Customer's express consent, unless Customer has expressly agreed otherwise.

9.3 Precedence of Contract

- A. All Additional Agreements are subject to the Contract. The terms and conditions of the Contract shall take precedence over any conflicting terms and conditions of any Additional Agreement. Successful Respondent and Customers may not alter this order of precedence.
- B. If any Additional Agreement purports to take precedence over or supersede the terms and conditions of the Contract, the conflicting terms and conditions will be void and inapplicable to the Contract and the Purchase Agreement. Successful Respondent will be nonetheless obligated to perform the applicable Purchase Agreement without regard to the conflicting terms and conditions, unless Customer elects instead to terminate such Purchase Agreement, which may be considered a termination for cause in accordance with Section 12.5.3, Appendix A, Standard Terms and Conditions.

10 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

No exceptions have been agreed to by DIR and Successful Respondent.

(Remainder of this page intentionally left blank.)

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

Woolpert, Inc

Authorized By:  **Signed by:** *Jeff Lovin*
14009EC7C8CE1499

Name: Jeff Lovin

Title: Senior Vice President

Date: 11/24/2025 | 3:09 PM CST

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

DocuSigned by:
Lisa Massock
FAC11987FFC003

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 12/8/2025 | 1:04 PM CST

Office of General Counsel: 
DocuSigned by:
32RRA2EE761449

Date: 12/8/2025 | 12:19 PM CST