



CO-OPERATIVE PURCHASE AGREEMENT NO. 4438

Scanner Systems and Onsite Training

THIS **Scanner Systems and Onsite Training Co-operative Purchase Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Allterra Central, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

- 1. Co-operative Agreement.** Contractor has agreed to provide Scanner Systems and Onsite Training in accordance with its agreement with Texas DIR Contract# DIR-CPO-4504 (the "Co-operative Agreement"), which is incorporated by reference herein as if set out here in its entirety. In the event of a conflict between this Agreement and the Co-operative Agreement, this Agreement shall govern to the extent allowed by the Co-operative Agreement.
- 2. Scope.** Contractor will provide Scanner Systems and Onsite Training in accordance with the attached Statement of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 3. Term.** The Term of this Agreement is three years beginning on the date provided in the Notice to Proceed from the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 4. Compensation and Payment.** This Agreement is for an amount not to exceed \$206,459.92, subject to approved amendments and changes. All pricing must be in accordance with the attached Quote, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

Invoices must be mailed to the following address:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

- 5. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Robert May
Title: Crime Lab Manager
Address: 321 John Sartain St., Corpus Christi, Texas 78401
Phone: 361-886-2636
Fax: 361-886-2642

IF TO CONTRACTOR:

Allterra Central, Inc.
Attn: Robert Hempfling
Title: CEO
Address: 200 E. Huntland, Austin, Texas 78752
Phone: 512-282-4099
Fax: 512-419-0084

- 6. Entire Agreement.** This Agreement, along with the Co-operative Agreement, constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

[Signature Page Follows]

CONTRACTOR

Signature: DocuSigned by: Bobby Hempfling

Printed Name: Bobby Hempfling

Title: President

Date: 1/3/2023

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of Finance – Procurement

Date: _____

APPROVED AS TO LEGAL FORM:

Assistant City Attorney Date

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule

Incorporated by Reference Only:

Co-operative Agreement: Texas DIR Contract # DIR-CPO-4504

ATTACHMENT A: SCOPE OF WORK

Project Name: Scanner Systems and Onsite Training

Project Address: 321 John Sartain, Corpus Christi, Texas 78401

Scope of Work:

Contractor will provide the Trimble Forensics X7 3D laser scanner system and onsite training for the Corpus Christi Police Department, Forensics Services Division.

- A. Contractor shall provide the following subscriptions:
 - a. Forensics Suite Subscription (Reveal + TRW Forensics) for 2 employees
 - b. Forensics Reveal (one year subscription) Training for 6 employees
- B. Contractor shall provide On-Site Training:
 - a. Trainer will contact Bob May, Contract Administrator at 361-886-2636 to coordinate and schedule dates for the on-site training.
 - b. Training will be held at the address mentioned above during regular operating business hours, Monday through Friday, 8:00am to 5:00pm.
 - c. Training will be for 15 employees.
 - d. Training will be scheduled for one week comprising of 40 hours.
 - e. Trainer will provide associated training materials.
- C. Contractor shall provide:
 - a. Any warranty documentation to Bob May, Contract Administrator.
 - b. Necessary technical support and updates to keep this software fully functional as designed.



Sales Quote

Sales Quote Number: SQ-58831

Sales Quote Date: 12/1/2022

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Quote Expiration Date: 1/31/2023

DIR-CPO-4504 (ATC)

Sold
 To: Corpus Christi Police Department
 Bob May
 321 John Sartain St.
 Corpus Christi, TX 78401
 United States

Ship
 To: Corpus Christi Police Department
 321 John Sartain St.
 Corpus Christi, TX 78401
 United States

Ship Via Terms: Payment in Advance
 Customer ID: Brittany Kelm
 Sales Person: 480.754.8913
 Phone No.:

Item No.	Description	Unit	Quantity	Unit Price	Disc. %	Total Price
FOR-01-0106	Forensics X7 Scanning System	Each	3	37,480.00	9	102,320.40
EWFOR-X7	TPP – HW – Forensics X7 Laser Scanner	Each	3	1,545.00	9	4,217.85
FOR-02-0226	T10x WiFi w/Forensics Capture & X7 module	Each	3	8,710.00	9	23,778.30
EWLS-TAB-STOCK	TPP - Hardware - T10X Tablet	Each	3	365.00	15.5	925.27
EWFOR-TFC-STOCK	TPP - SW - Forensics Capture	Each	6	495.00		2,970.00
FOR-05-0500	Dual Scanning target w/ tripod & bag ----GNSS----	Each	3	2,200.00		6,600.00
FOR-01-0107	R4sLE GNSS - BASE	Each	3	7,005.00	9	19,123.65
FOR-01-0105	R4sLE GNSS w/ Rod & Bipod	Each	3	7,005.00	9	19,123.65
EWFOR-GNSS	TPP - HW & FW- Forenics R4SLE GNSS	Each	6	420.00	9	2,293.20
FOR-02-0209	TDC 600 w/ Forensics Capture	Each	3	4,020.00	9	10,974.60
EWFOR-TDC-STOCK	TPP - HW - Forensics TDC600	Each	3	115.00		345.00
EWFOR-TFC-SW	TPP-SM-Forensics Capture ----SOFTWARE----	Each	6	449.00		2,694.00
FOR-03-0313-NR	Forensics Suite (Subscription) (Reveal + TRW Forensics) 2 USERS FOR 3 YEARS ----TRAINING----	Each	6	449.00		2,694.00
FOR-06-ONSITE	1HR Forensics Onsite Training UP TO 15 ATTENDEES ALLOWED	Each	40	210.00		8,400.00

- Earning Your Business is our Top Priority
- 7 Local Offices to Serve Your Needs
- Dedicated Support Line Included
- Serving the Geospatial Community for Over 30 Years

Subtotal: 206,459.92
 Total Sales Tax: 0.00
Total: 206,459.92

DIR-CPO-4504 (ATC)

ATTACHMENT C: INSURANCE AND BOND REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability Including: <ol style="list-style-type: none"> 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury 	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) <ol style="list-style-type: none"> 1. Owned 2. Hired and Non-Owned 3. Rented/Leased 	\$500,000 Combined Single Limit
WORKERS' COMPENSATION EMPLOYER'S LIABILITY	Statutory \$500,000 /\$500,000 /\$500,000

- C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**

- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract.

Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

BOND REQUIREMENTS:

No bonds are required for this Agreement.

2021 Insurance Requirements
Ins. Req. Exhibit
Contracts for General Services – Services Performed Onsite
05/10/2021 Risk Management – Legal Dept.

ATTACHMENT D: WARRANTY REQUIREMENTS

Manufacturer warranty, software has one-year warranty, and hardware two-year warranty.