



City Marshal's Office

CITY OF GALVESTON
823 Rosenberg | Galveston, TX 77550-0779
www.galvestontx.gov | 409-797-3660

September 13, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Butch Stroud, City Marshal

RE: Consider for the approval of the purchase of four (4) ELSAG Automatic License Plate Readers (ALPR) systems with accessories from Elsag through TX-DIR, which includes a four year extended warranty to replace the old, out dated and/or broken ALPR systems for a total price of \$75,000.

I. Background

- A. The Marshals Offices Parking Enforcement units ALPR systems are over six years old, which are outdated, and out of warranty.
- B. The ALPR systems have exceeded their life expectancy and only two systems are currently working.
- C. The Marshals office has four vehicles with four enforcement deputies, but currently only two ALPR systems are operational.
- D. The use of the ALPR systems are effective tools for detecting and enforcing parking violations.
- E. The purchase will be made using the TX DIR contract # DIR-TSO-3788 TX-DIR, which is a state contract.

II. Current Situation

Staff is recommending the purchase of four (4) ELSAG Automatic License Plate Readers (ALPR) systems with accessories from Elsag through TX-DIR, which includes a four year extended warranty to replace the old, out dated and/or broken ALPR systems for a total price of \$75,000.

III. Alternatives in order of priority

- A. Approve the purchase using the TX-DIR contract.
 - 1. Cost – The total cost not to exceed \$75,000.
 - 2. Timing – ASAP
 - 3. Departmental Improvements – Will allow the parking enforcement to operate more efficiently.





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B. Do not approve the purchase using the TX-DIR contract.

1. Cost – No cost
2. Timing – N/A
3. Departmental Improvements – No improvements which will reduce efficiently.

IV. Recommendation

Concur in Alternative A and approve purchase of four (4) ELSAG Automatic License Plate Readers (ALPR) systems with accessories from Elsig through TX-DIR, which includes a four year extended warranty to replace the old, out dated and/or broken ALPR systems for a total price of \$75,000.

V. Fiscal Impact Report

Requested by:	Butch Stroud City Marshal
Funding Source:	Court Technology Parking Management
Cost of Implementation:	\$75,000 (estimation only)
Additional Information:	TX-DIR Contract #DIR-TSO-3788

<https://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TSO-3788&keyword=dir-tso-3788>

Respectfully Submitted

Butch Stroud
City Marshal





Selex ES, Inc
 Elsag ALPR/ANPR Solutions
 4221 Tudor Lane
 Greensboro, NC 27410
 DUNS#: 198749777
 FED TAX ID: 980353098

QUOTE

Prepared By: Craig Duncan craig.duncan@leonardocompany-us.com
 Phone: (910) 986-0596

Please include the quote number on your purchase orders and email them to orders@leonardocompany-us.com for processing

Quote#: 20747
 Funding Source:
 Grant Details:
 Payment Method:
 Terms: Net 30 days from date of shipment. If installation is required then Net 30 days from the Installation Date. Elsag agrees not to ship equipment until an Installation Date is agreed upon by the Parties. All orders shipped FOB Greensboro
Make checks payable to Selex ES, Inc.

Quote Date: 2/13/2020
 Quote Expiry Date: 5/13/2020
 Requested Delivery Date: 9/26/2020
 Rate Sheet: Base Price

Contracts: TX DIR #DIR-TSO-3788

Comments: GALVESTON PARKING - GTECHNA M7 X 4
 2 x Crown Vic and 2 x Ford SUV
 TX DIR CONTRACT
 GTECHNA TO INSTALL SOFTWARE
 FIRST YEAR WARRANTY FREE

Bill To:	Galveston City Marshall - TX PO BOX 779 Galveston, TX 77553 United States	Ship To:	Galveston City Marshall - TX PO BOX 779 Galveston, TX 77553
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Product Qty	Product/Service	Unit Price	Amount
2	140032 - ELSAG Plate Hunter™ M7 – 2 Camera	\$11,500.00	\$23,000.00
	(2) 421920 - M7 Trunk box, 1-2 Cameras		
	(2) 410917 - Garmin GPS Antenna		
	(2) 410052 - Ethernet Cable Shielded 25 ft		
	(2) 413335 - M7 Trunk box Mounting Bracket - 1 piece		
	(2) 421940 - M7 Cam 16mm 740nm (Left hand)		
	(2) 421948 - M7 Cam 16mm 740nm (Right hand)		
	(2) 413307 - M7 Permanent Power Cable		
	(2) 412995 - Packing Foam Insert		
	(2) 510033-CSSA - Car System Version 6.X - Stand Alone		
	(2) 421920 - M7 Trunk box, 1-2 Cameras		

Product Qty	Product/Service	Unit Price	Amount
	(2) 410917 - Garmin GPS Antenna (2) 410052 - Ethernet Cable Shielded 25 ft (2) 413335 - M7 Trunk box Mounting Bracket - 1 piece (2) 421940 - M7 Cam 16mm 740nm (Left hand) (2) 421948 - M7 Cam 16mm 740nm (Right hand) (2) 413307 - M7 Permanent Power Cable (2) 412995 - Packing Foam Insert (2) 510033-CSSA - Car System Version 6.X - Stand Alone		
2	421814 - M6 Low Profile Light Bar Assembly	\$275.00	\$550.00
2	413351-20 - M7 Dual Camera Cable w/ LP Bulkhead 20ft	\$360.00	\$720.00
2	421814 - M6 Low Profile Light Bar Assembly	\$275.00	\$550.00
2	140032 - ELSAG Plate Hunter™ M7 – 2 Camera	\$11,500.00	\$23,000.00
2	421814 - M6 Low Profile Light Bar Assembly	\$275.00	\$550.00
2	413351-20 - M7 Dual Camera Cable w/ LP Bulkhead 20ft	\$360.00	\$720.00
2	421814 - M6 Low Profile Light Bar Assembly	\$275.00	\$550.00
16	520001-MOBILE-2 - 1 Year Standard Hardware & Software Extended Warranty Two Camera System <i>FIRST YEAR FREE- EXTENDED FOUR YEARS X FOUR (4) SYSTEMS</i>	\$1,720.00	\$27,520.00
4	210027 - Installation - Mobile	\$625.00	\$2,500.00
Subtotals	Goods & Services Sub-total (Pre-tax): Contract Items		\$0.00
	Goods & Services Sub-total (Pre-Tax): Non Contract Items		\$79,660.00
Discount	Discount		(\$4,660.00)
Upfront	Goods & Services Sub-total (Pre-tax):		\$75,000.00
Tax	Tax Exempt		\$0.00
Total	Goods & Services Total:		\$75,000.00

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES
SELEX ES, INC. DBA ELSAG NORTH AMERICA

1. Introduction

A. Parties

This Contract for Products and Related Services (“Contract”) is entered into between the State of Texas (“State”), acting by and through the Department of Information Resources (“DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Selex ES, Inc. dba ELSAG North America (“Vendor”), with its principal place of business at 205-H Creek Ridge Road, Greensboro NC 27406.

B. 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-SDD-TMP-229, on October 6, 2015, for Products and Related Services for Surveillance, Security and Monitoring. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-229 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-229, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-229, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Products and Related Services for Surveillance, Security and Monitoring as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Products and Related Services for Surveillance, Security and Monitoring as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Kelly Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759

Email: kelly.parker@dir.texas.gov

If sent to the Vendor:

Guin Thompson
Selex ES Inc. dba ELSAG North America
205-H Creek Ridge Road
Greensboro NC 27406
Phone: (336) 379-7135 x 3019
Email: guin.thompson@elsag.com

7. Software License Agreements

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

B. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor Contract No. _____

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

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

SELEX ES, INC. DBA ELSAG NORTH AMERICA

Authorized By: _____ Signature on File _____

Name: _____ Guin Thompson _____

Title: _____ Sr. Contracts Manager _____

Date: _____ 3/7/2017 _____

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

Authorized By: _____ Signature on File _____

Name: _____ Hershel Becker _____

Title: _____ Chief Procurement Officer _____

Date: _____ 3/21/2017 _____

Office of General Counsel: _____ DB 3/21/2017 _____