

LOS ANGELES FIRE DEPARTMENT



SEP 1 2009

DOUGLAS L. BARRY
FIRE CHIEF

August 26, 2009

BOARD OF FIRE COMMISSIONERS
FILE NO. 09-083-R1

TO: Board of Fire Commissioners

FROM: Douglas L. Barry, Fire Chief

SUBJECT: PROFESSIONAL SERVICE CONTRACT – TRACSTAR SYSTEMS, INC.

FINAL ACTION:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

Recommendations: That the Board:

1. Rescind their prior action of July 21, 2009 due to a typographical error in the Board report BFC 09-083.
2. Approve the attached professional service contract with TracStar Systems, Inc. totaling Thirty Thousand Dollars (\$30,000.00), for a period not to exceed twelve (12) months, commencing July 1, 2009.
3. Direct the Commission Executive Assistant II to forward this contract to the Mayor and City Council for processing and approval, in accordance with the Mayor's Executive Directive No. 3 (issued 10/20/05).

Summary.

On July 1, 2008, the Los Angeles Fire Department (LAFD), and TracStar Systems, Inc. entered into an Agreement whereas the Department required the services of a qualified company to provide satellite services for the LAFD. The Agreement was for a period not to exceed twelve (12) months, and not to exceed Twenty Thousand Dollars (\$20,000.00), unless otherwise amended. TracStar systems, Inc. has demonstrated that they possess the unique skills and proficiencies required for three of the Department's command vehicles, namely,

- (2 Vehicles): Part # XtremeSat 256 10D, XT256 Broadband Service, average download data speed 1000 Kbps; average upload data speed 256 Kbps; upload throughput – unlimited; 10 days unlimited service

(1 Vehicle): Part # TravSat256 10D, TD 256 Broadband Service, average download data speed 1000 Kbps; average upload data speed 256 KBps; upload throughput- unlimited; 10 days unlimited service

On July 21, 2009, the Board of Fire Commissioners had approved Board Report BFC 09-083, which was to recommend a professional service contract with TracStar Systems, Inc. for satellite communication services. The agreement was for a term of one year with two one-year renewal options at a cost of \$30,000 per year. Soon after the Board's approval, it was noted that a typographical error was inadvertently included in the approved report. The correct agreement should read, "The agreement is for a term of one year with four (4) one-year renewal options at a cost of \$30,000 per year." It is requested that the Board rescind their prior action of July 21, 2009 (BFC 09-083), and instead approve corrected report.

In accordance with Section 14a of the Mayor's Executive Directive No. 3 (issued October 20, 2005), this contract will require Mayoral approval, as the contract is over \$25,000 in amount and over three months in duration.

Fiscal Impact:

This contract obligates the Fire Department to expend funds for services in an amount up to \$30,000 in FY 2009-10. The Department has identified funds in the FY 2009-10 Contractual Services (#3040) account for this purpose.

Conclusion:

The LAFD greatly benefits from having the satellite access provided by TracStar Systems, Inc. to its three command vehicles. The Department has identified funds in the FY 2009-10 Contractual Services (#3040) account for this purpose.

Board report prepared by Norina Tom, Senior Management Analyst I, of the Emergency Operations Office.

Attachments

AGREEMENT NO. _____

**AGREEMENT BETWEEN THE CITY OF LOS ANGELES
AND TRACSTAR SYSTEMS, INC.
FOR SATELLITE COMMUNICATION SERVICES**

THIS AGREEMENT is entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as the "CITY"), acting by and through its Los Angeles Fire Department (hereinafter referred to as the "LAFD"), and TRACSTAR SYSTEMS, INC. (hereinafter referred to as the "CONTRACTOR") with reference to the following:

WHEREAS, the CITY requires the services of a qualified company to provide satellite services for the LAFD; and

WHEREAS, the LAFD conducted an on-line search of available satellite and broadband service providers, and randomly contacted five vendors and requested quotes for:

a) Satellite Data Service

Restoral service rate for XT 256 broadband service compatible with TracStar hardware; average download data speed 1000 KBps; average upload data speed 256 KBps; upload throughput - unlimited; 10 days unlimited service; set per day overage surcharge; and

Restoral service rate for TD 256 broadband service; average download data speed 100 KBps; average upload data speed 256 KBps; upload throughput - unlimited; 10 days unlimited service - set per day overage surcharge; and

b) Satellite Voice Service

Service compatible to operate a Gateway router and QoS manager for analog phone calls; 2 - 4 port FSX modules; setup for 8 lines; and

Single SIP ID; local area code or 800 exchange; capable of additional lines; overage charge amount (per minute). Includes 911 call routing on primary phone; and

Additional analog or digital lines capabilities - DID (each). Includes 911 call routing on each DID ordered; and

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c) Satellite FAX service

Service compatible to operate IP enabled fax for use with the TracFax System, with DP190 flat top/sheet fed scanner. System to support both TracFax and analog faxing. Monthly service fee for FAX transmissions; and

WHEREAS, CONTRACTOR was the sole vendor who responded with a quote that meets the satellite needs of the LAFD; and

WHEREAS, CONTRACTOR demonstrated that they possess the unique skills and proficiencies that is required by the LAFD; and

WHEREAS, CONTRACTOR has agreed to provide such services to the LAFD; and

NOW, THEREFORE, in consideration of the above premises, and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. PARTIES TO AGREEMENT, REPRESENTATIVES AND NOTICES

A. The parties to this Agreement are:

1. CITY – The City of Los Angeles, a municipal corporation, having its principal offices at 200 North Spring Street, Los Angeles, California 90012.
2. CONTRACTOR – TracStar Systems, Inc., a Florida corporation, having its principal office at 1984 West New Hampshire Street, Orlando, Florida 32804.

B. The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

1. The CITY's representative will be as follows, unless otherwise stated in this Agreement:

Douglas L. Barry, Fire Chief
Los Angeles Fire Department
200 North Main Street, 18th Floor
Los Angeles, California 90012

With copies to:

Mark Saxelby, Battalion Chief
Los Angeles Fire Department
OCD/FCCS II
200 North Main Street, Room 1860

Los Angeles, California 90012
(213) 202-9949 (temp #)
(213) 202-9947 (temp fax)

2. The CONTRACTOR's representative(s) are as follows:

David Craig
TracStar Systems, Inc.
1984 West New Hampshire Street
Orlando, Florida 32804
(407) 650-9054

- C. Formal notices, demands, and communications to be given hereunder by either party will be made in writing and must be effected by personal delivery or by registered mail, postage prepaid, return receipt requested, and will be deemed communicated as of the date of receipt.
- D. If the name or the address of the person designated to receive the notices, demands, or communication, or the address of such person is changed, written notice will be given, in accord with this ARTICLE, within five (5) working days of said change.
- E. In the event that the LAFD requires an emergency upgrade without twenty-four (24) hours notice, CONTRACTOR will provide the necessary service upon notification from individuals to be designated by the LAFD. A list of those individuals who are authorized to make such emergency requests will be provided to the CONTRACTOR by the LAFD.

ARTICLE 2. TERM OF AGREEMENT

This Agreement will be on an as-needed basis, for a period not to exceed twelve (12) months, commencing July 1, 2009. Thereafter, this Agreement shall automatically renew for four (4) one-year periods, unless either party provides notice of its intention to terminate this Agreement by providing thirty (30) calendar days written notice to the other party.

ARTICLE 3. CONTRACTOR'S OBLIGATIONS

TracStar Systems, Inc. shall provide satellite services for three (3) command vehicles (TracSat Site ID #1060, 1061, and 49825), currently deployed with the LAFD for a 12-month period, commencing July 1, 2009. CONTRACTOR shall also provide satellite services to any other command vehicles upon future request by the LAFD.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT

These services will be provided at the costs outlined below. Any increase in the cost for such services will be effective only upon written approval by the Fire Chief, or his designee, and the Board of Fire Commissioners, if such approval by the Board is required. The amount of this Agreement shall not exceed Thirty Thousand Dollars (\$30,000.00) per fiscal year, unless otherwise amended.

Invoices, which clearly reflect and provide sufficient detail of the services provided, will be submitted to the Los Angeles Fire Department, OCD/FCCS II, Attn: Battalion Chief Mark Saxelby, 200 North Main Street, Room 1860, Los Angeles, California 90012.

Qty	Service	Term	Monthly Service	Cost
2	Part # XtremeSat 256 10D, XT256 Broadband Service, average download data speed 1000 Kbps; average upload data speed 256 KBps; upload throughput – unlimited; 10 days unlimited service - \$99/day overage surcharge	12 month	\$499/month for 10 days	\$499 x 12 mo x 2 vehicles = \$11,976 \$99 per day overage beyond 10 days
1	Part # TravSat 256 10D, 256 Broadband Service, average download data speed 1000 Kbps; average upload data speed 256 KBps; upload throughput – unlimited; 10 days unlimited service - \$113/day overage surcharge	12 month	\$533/month for 10 days	\$533 x 12 mo x 1 vehicle = \$6,396 \$113 per day overage beyond 10 days

ARTICLE 5. RATIFICATION OF PRIOR SERVICES

CONTRACTOR may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

ARTICLE 6. CONFIDENTIALITY

CONTRACTOR understands and agrees that the documents, materials, records, and the contents thereof, provided by the LAFD are confidential. The company agrees not to retain any copies of the documents, materials, records provided by the LAFD, nor to disclose the contents thereof. CONTRACTOR shall ensure that each of its employees, who have access to the documents, materials, records, provided by the LAFD, comply with the confidentiality provisions of this Agreement.

ARTICLE 7. TERMINATION

This Agreement may be terminated for cause by the CITY upon thirty (30) calendar days written notice to the CONTRACTOR. In the event of such termination, the CONTRACTOR will be paid for all services provided prior to the effective date of termination.

ARTICLE 8. STANDARD PROVISIONS FOR CITY CONTRACTS

CONTRACTOR, by entering into this agreement with the CITY agrees to abide by the CITY Standard Provisions (3/09) (Attached hereto and incorporated herein as Exhibit A)

ARTICLE 9. NON-EXCLUSIVE

The LAFD and CONTRACTOR understand and agree that this is a non-exclusive Agreement to provide services to the LAFD and that the LAFD may contract with other contractors to provide similar services during the term of this Agreement.

ARTICLE 10. ENTIRE AGREEMENT

This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation between the parties, or any officer or employee of the CITY, will affect or modify any of the terms and conditions of this Agreement.

(Signature Page to Follow)

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

DATE: _____

For: THE CITY OF LOS ANGELES

By: _____
Douglas L. Barry
Fire Chief
Los Angeles Fire Department

DATE: _____

For: TRACSTAR SYSTEMS, INC.

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

CARMEN A. TRUTANICH
City Attorney

ATTEST:

JUNE LAGMAY
City Clerk

By: _____
Laurel L. Lightner
Assistant City Attorney

By: _____
Deputy City Clerk

DATE: _____

DATE: _____

Contract Number: C-

EXHIBIT A

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>CONSTRUCTION OF PROVISIONS AND TITLES HEREIN</u>	1
PSC-2	<u>NUMBER OF ORIGINALS</u>	1
PSC-3	<u>APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT</u>	1
PSC-4	<u>TIME OF EFFECTIVENESS</u>	2
PSC-5	<u>INTEGRATED CONTRACT</u>	2
PSC-6	<u>AMENDMENT</u>	2
PSC-7	<u>EXCUSABLE DELAYS</u>	2
PSC-8	<u>BREACH</u>	2
PSC-9	<u>WAIVER</u>	3
PSC-10	<u>TERMINATION</u>	3
PSC-11	<u>INDEPENDENT CONTRACTOR</u>	4
PSC-12	<u>CONTRACTOR'S PERSONNEL</u>	4
PSC-13	<u>PROHIBITION AGAINST ASSIGNMENT OR DELEGATION</u>	5
PSC-14	<u>PERMITS</u>	5
PSC-15	<u>CLAIMS FOR LABOR AND MATERIALS</u>	5
PSC-16	<u>CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED</u>	5
PSC-17	<u>RETENTION OF RECORDS, AUDIT AND REPORTS</u>	5
PSC-18	<u>FALSE CLAIMS ACT</u>	6
PSC-19	<u>BONDS</u>	6
PSC-20	<u>INDEMNIFICATION</u>	6
PSC-21	<u>INTELLECTUAL PROPERTY INDEMNIFICATION</u>	6

TABLE OF CONTENTS (Continued)

PSC-22	<u>INTELLECTUAL PROPERTY WARRANTY</u>	7
PSC-23	<u>OWNERSHIP AND LICENSE</u>	7
PSC-24	<u>INSURANCE</u>	8
PSC-25	<u>DISCOUNT TERMS</u>	8
PSC-26	<u>WARRANTY AND RESPONSIBILITY OF CONTRACTOR</u>	8
PSC-27	<u>NON-DISCRIMINATION</u>	8
PSC-28	<u>EQUAL EMPLOYMENT PRACTICES</u>	9
PSC-29	<u>AFFIRMATIVE ACTION PROGRAM</u>	11
PSC-30	<u>CHILD SUPPORT ASSIGNMENT ORDERS</u>	15
PSC-31	<u>LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE</u>	16
PSC-32	<u>AMERICANS WITH DISABILITIES ACT</u>	17
PSC-33	<u>CONTRACTOR RESPONSIBILITY ORDINANCE</u>	18
PSC-34	<u>MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM</u>	18
PSC-35	<u>EQUAL BENEFITS ORDINANCE</u>	18
PSC-36	<u>SLAVERY DISCLOSURE ORDINANCE</u>	19
EXHIBIT 1	<u>INSURANCE CONTRACTUAL REQUIREMENTS</u>	20