

**TRANSMITTAL**

TO The Council	DATE 07/19/19	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT Various

**Agreement between the Los Angeles Fire Department  
and Purvis Systems, Inc., to provide hardware, software, and installation services  
for the Fire Station Alerting System replacement project**

Transmitted for your consideration. Pursuant to Administrative Code Section 10.5(a), the Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved. See the attached City Administrative Officer report.



(Ana Guerrero) for

\_\_\_\_\_  
MAYOR

RHL:DP:04200001t

**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)

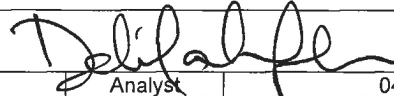
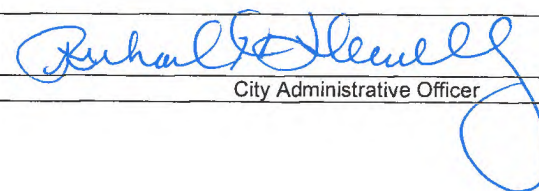
To: The Mayor	Date: 07-03-2019	C.D. No. -	CAO File No.: 0150-11401-0000				
Contracting Department/Bureau: Los Angeles Fire Department		Contact: Muriel Gee (213) 978-3461					
Reference: Transmittal from the Board of Fire Commissioners dated June 18, 2019; referred for report June 25, 2019							
Purpose of Contract: To provide hardware, software, and installation services during the replacement of the Fire Station Alerting System							
Type of Contract: (x) New contract ( ) Amendment, Contract No.		Contract Term Dates: July 1, 2019 through June 30, 2021 (two years), with three one-year options to extend					
Contract/Amendment Amount: \$3,710,690							
Proposed amount \$ 3,710,690 + Prior award(s) \$ 0 = Total \$ 3,710,690							
Source of funds: Funding is provided by the Municipal Corporation of Los Angeles							
Name of Contractor: Purvis Systems, Inc.							
Address: 88 Silva Lane, Middletown, RI 02842							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program			X
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested			X	11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 0%				14. California Iran Contracting Act of 2010			X

**RECOMMENDATION**

That the City Council, subject to approval of the Mayor, authorize the Fire Chief, or designee, to execute the proposed agreement between the Los Angeles Fire Department and Purvis Systems, Inc. to provide system development and support services for the City's replacement of the Fire Station Alerting System. The term of the agreement is from July 1, 2019 through June 30, 2021, with three one-year options to extend, for a total maximum allowable compensation of \$3,710,690, subject to the approval of the City Attorney as to form.

**SUMMARY**

At its meeting of June 18, 2019, the Board of Fire Commissioners approved the proposed agreement between the Los Angeles Fire Department (LAFD) and Purvis Systems, Inc. (Contractor) to provide hardware, software, and installation services as a solution to major issues associated with replacement efforts to the City's current Fire Station Alerting System (FSAS). The proposed agreement is for two years beginning on July 1, 2019 through June 30, 2021, with three one-year options to extend. The maximum allowable compensation shall not exceed \$3,710,690. Funding for the proposed agreement will be provided by the Municipal Improvement Corporation of Los Angeles (\$3.525 million) financing program and prior year reappropriations from the General Fund (\$185,000).

	
DP Analyst 04200001	City Administrative Officer

In 2018, the LAFD and the Information Technology Agency (ITA) developed a plan to replace the City's 25 year-old FSAS. The FSAS is used to alert and dispatch LAFD resources within each of the City's 106 fire stations. The current FSAS consists of various customized hardware and software components that are no longer available. This has become increasingly difficult for ITA to maintain, manage, and repair leaving the City at risk to system failures and outages. Due to the size, scope, complexity, and cost of the project, the LAFD and ITA developed a plan to replace the system in two phases. The 2018-19 Adopted Budget provided funding for the FSAS replacement project through the MICLA program in the amount of \$4 million for the planning, development, and system implementation.

The LAFD and ITA have already implemented the first phase of the project, which consisted of the replacement of the existing circuit telecommunications network with the City's high-speed fiber optics network. The second phase of the project includes the replacement of Station Control Units (SCU) located at each of the 106 fire stations. The SCUs contain aging electronic components that are no longer commercially available. Currently, ITA technicians use parts from salvaged units to repair and maintain the SCUs without any inventory of spares or parts. Under the terms of the proposed agreement, the Contractor will provide hardware and software to allow for the integration and gradual replacement of new equipment as part of the second phase, without the disruption of current operational services.

In accordance with Charter Section 1022, because the system provided by the Contractor is a proprietary software that only the Contractor is authorized to implement, the Personnel Department determined that City employees did not have the expertise to perform the proposed work. A Notice of Intent to Contract was submitted to the Employee Relations Division on April 4, 2019.

In accordance with the Los Angeles Administrative Code Section 10.5(a), Council approval of the proposed agreement is required because the term may exceed three years and the estimated annual compensation could exceed \$154,925. To the best of our knowledge, the Contractor has complied with all standard provisions for City contracts, as well as City contracting requirements.

## **FISCAL IMPACT STATEMENT**

Funding for the proposed agreement was provided in the 2018-19 Adopted Budget through the Municipal Improvement Corporation of Los Angeles financing program. The recommendation stated in this report is in compliance with the City's Financial Policies in that one-time funds will be used to fund one-time expenditures. There is no additional impact on the General Fund.

*RHL:DP:04200001c*

Attachment

# LOS ANGELES FIRE COMMISSION

Attachment

BOARD OF  
FIRE COMMISSIONERS

DELIA IBARRA  
PRESIDENT

ANDREW GLAZIER  
VICE PRESIDENT

JIMMY H. HARA, M.D.  
REBECCA NINBURG  
JIMMIE WOODS-GRAY

LETICIA GOMEZ  
COMMISSION EXECUTIVE ASSISTANT II



ERIC GARCETTI  
Mayor

SUE STENDEL  
INDEPENDENT ASSESSOR

EXECUTIVE OFFICE  
200 NORTH MAIN STREET, SUITE 1840  
LOS ANGELES, CA 90012

(213) 978-3838 PHONE  
(213) 978-3814 FAX

June 18, 2019

Honorable Eric Garcetti  
Mayor, City of Los Angeles  
Room 303, City Hall  
Attn: Legislative Coordinator

[BFC 19-070] – FIRE STATION ALERTING AGREEMENT WITH PURVIS SYSTEMS, INC.

At its meeting of June 18, 2019, the Board of Fire Commissioners approved the report and its recommendations. The report is hereby transmitted to the Mayor for consideration and approval.

Should you need additional information, please contact the Board of Fire Commissioners' office at 213-978-3838.

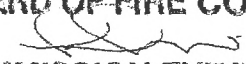
Sincerely,

Isela Iñiguez  
Acting Commission Executive Assistant

Attachment

cc: Board of Fire Commissioners (without attachments)  
Fire Chief Ralph M. Terrazas (without attachments)




APPROVED: 6-18 2019  
BOARD OF FIRE COMMISSIONERS  
BY:   
COMMISSION EXECUTIVE ASSISTANT

RALPH M. TERRAZAS  
FIRE CHIEF

June 6, 2019

BOARD OF FIRE COMMISSIONERS  
FILE NO. 19-070

TO: Board of Fire Commissioners  
FROM:  Ralph M. Terrazas, Fire Chief  
SUBJECT: FIRE STATION ALERTING AGREEMENT WITH PURVIS SYSTEMS, INC.

FINAL ACTION:	<input checked="" 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

**SUMMARY**

The Fire Station Alerting System (FSAS) is a critical component of the Los Angeles Fire Department's (LAFD) dispatch system. At the time of dispatch, the FSAS is used to alert resources in the fire station and announce critical dispatch information. The FSAS is also used by Metropolitan Fire Communications (MFC) to communicate with LAFD resources when they are in their stations. The current FSAS is more than 25 years old and uses custom-built electronic components that are not commercially available making it increasingly difficult for the Information Technology Agency (ITA) to maintain this equipment, leaving the fire stations susceptible to frequent outages and long periods of downtime.

Due to the size, scope, complexity and cost of replacing the entire FSAS at one time, the LAFD and ITA devised a plan for addressing the most vulnerable parts of the current FSAS while maintaining those parts that could be replaced later. In mid-2018, the LAFD and ITA began the first phase to replace the existing telephone network with the City's fiber optic network. This project is currently underway and scheduled to be completed by January 2020.

The second phase of the project, which is the subject of this contract, is to replace the aging Station Control Units (SCU), which are located at each of the fire stations, with a modern, commercially available and fully supported device that can co-exist and control existing alerting equipment. This approach replaces the most vulnerable components, but does not require the replacement of the actual alerting equipment located within the station, such as PA system, gongs, and alarms, so that we can avoid the potential for large construction and capital improvement costs. Once this phase is complete, the LAFD will have the foundation necessary to support future phases that may include the addition of more advanced alerting equipment and features, enhanced system redundancy and new, more modern alerting capabilities as funding is made available.

The LAFD has determined that Purvis Systems, Inc. (Purvis) can reliably provide a FSAS solution that can address the major issues with our current system, without requiring the

City to fully replace all of the current components. This approach provides a cost-effective alternative that also provides a foundation for future expansion as needed. The planned solution will be fully integrated within the LAFD's Computer Aided Dispatch (CAD) system and can be implemented with little to no changes to our current dispatch processes.

Pursuant to Charter Section 371(e)(8), competitive bidding is not required due to a cooperative arrangement with another governmental agency for the utilization of their purchasing contracts and professional, scientific, expert, or technical services contracts. In this case, the Harris-Galveston Area Council of Governments held a competitive process and entered into an agreement with Purvis for similar fire station alerting systems equipment, software and services. The LAFD, in consultation with the City Attorney's Office determined that it is neither reasonably practicable nor compatible with the City's best interests to conduct a separate competitive process under Charter Section 372 given that the services can be most economically obtained by contracting with Purvis for the same scope of services at the same or better terms as those provided in the Harris-Galveston Area Council of Governments contract.

The contract term is for two years, from July 1, 2019 to June 30, 2021, with the option for three one-year extensions. Maximum compensation for the two year term is not to exceed \$3,710,690 which includes hardware, software and installation and support services. Future contract extensions are subject to the availability of funding.

The City Attorney has reviewed and approved the Agreement as to legal form. Pursuant to Los Angeles City Charter Section 373, approval by the City Council is required.

#### **RECOMMENDATIONS**

That the Board:

1. Approve and authorize the Fire Chief to execute the Agreement with Purvis Systems, Inc. to provide hardware, software and professional installation services for a two-year term, from July 1, 2019 through June 30, 2021, with authority for the Fire Chief to exercise the option to execute amendments to extend the term of the Agreement for up to three (3) additional years, exercisable in one-year increments, contingent on the availability of funds and the contractor having provided satisfactory services under the Agreement, and subject to review and approval by the City Attorney.
2. Transmit the Agreement to the Mayor in accordance with Executive Directive No. 3.

#### **FISCAL IMPACT**

Funding for this Agreement is available from MICLA (\$3,525,130) and the General Fund (\$185,560, FSAS re-appropriation to FY 19-20). There is no additional impact to the General Fund. Subsequent contract extensions are contingent on the availability of funds.

Board report prepared by Scott Porter, Chief Information Officer, Information Technology Bureau.

Attachment

AGREEMENT NO. \_\_\_\_\_

AGREEMENT BETWEEN

THE CITY OF LOS ANGELES

AND

PURVIS SYSTEMS, INC.

FOR

FIRE STATION ALERTING SYSTEM

AGREEMENT NO. \_\_\_\_\_

AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES  
AND  
PURVIS SYSTEMS, INC

This Agreement (hereinafter referred to as “Agreement”) is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as “CITY”), acting by and through its Los Angeles Fire Department (hereinafter referred to as “Fire Department” or “LAFD”), and Purvis Systems, Incorporated, a New York State Corporation (hereinafter referred to as “Contractor” or “Purvis”), with reference to the following:

WHEREAS, the day-to-day emergency operations of the LAFD, relies on an integrated and complex system of telecommunications networks, computer hardware and software, collectively known as the Fire Station Alerting System (FSAS), to alert emergency personnel located within each of its 106 fire stations of calls for service; and

WHEREAS, the LAFD FSAS is jointly managed and maintained by the LAFD Information Technology Bureau (ITB) and the CITY’s Information Technology Agency (ITA). The LAFD ITB is largely responsible for maintaining the software that controls the FSAS and integrates it with other systems, such as the Computer Aided Dispatch (CAD) system and the voice radio system, and ITA is largely responsible for maintaining the fire station voice and data communications network infrastructure and the station alerting equipment that is located within each of the fire stations; and

WHEREAS, the current LAFD FSAS is more than 25 years old and has many hardware and software components that are no longer commercially supported or available to purchase making it difficult for ITA and the LAFD to properly and pro-actively maintain the system, leaving the LAFD vulnerable to increasingly frequent system failures and outages of this primary and critical emergency alerting system; and

WHEREAS, due to the high degree of risk, cost and complexity, replacing the entire FSAS system at LAFD fire stations all at once would be operationally disruptive and not fiscally prudent. Instead, the LAFD and ITA have worked together to develop a multi-year plan to upgrade the FSAS in phases, focusing first on replacing those components of the system that are most susceptible to failure and difficult to maintain while keeping those components that continue to operate and can be safely maintained; and

WHEREAS, in 2018, the LAFD and ITA began work on the first phase of the FSAS upgrade project which was to replace the antiquated and aging telephone circuit telecommunications network with high-speed, redundant fiber optics networks to each of the fire stations; and

WHEREAS, the next phase of the project, which is the subject of this contract, will focus on the replacement of those parts of the FSAS that operate on this network and control the alarms and voice communications to and within each of the fire stations, known as the Station Control Units

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(SCU). The current SCUs contain aging electronic components that are no longer commercially available, and rely on ITA technicians to maintain by hand using parts that are salvaged from spare units, making it increasingly difficult to maintain a safe inventory of spares; and

WHEREAS, the replacement of the SCUs must be done in a manner that allows the new SCUs to co-exist and operate in parallel with the current FSAS for a period of time without disruption to the day-to-day operations, and provide a modern, commercially supported platform that allows for the future expansion and innovation of the LAFD FSAS; and

WHEREAS, the Contractor is a professional corporation with more than 28 years of experience designing, developing, delivering and supporting emergency communications and notification systems for other major cities and municipalities located throughout the U.S., including New York City, Boston, and Washington D.C.; and

WHEREAS, the Contractor has proposed a unique and proprietary solution that allows for the seamless integration with LAFD's CAD and FSAS, and the gradual replacement of critical components over time using commercial-off-the-shelf equipment that is fully supported by the Contractor and readily available for use, and to supply an adequate cache of spare parts without having to replace the entire system of network wiring, alarms and alerting devices that exist within the LAFD fire stations; and

WHEREAS, pursuant to Charter Section 1022, the CITY has found that this service can be performed more economically or feasibly by an independent contractor than by CITY employees; and

WHEREAS, pursuant to Charter Section 371(e)(8), competitive bidding is not required due to a cooperative arrangement with another governmental agency for the utilization of the purchasing contracts and professional, scientific, expert, or technical services contracts; and

WHEREAS, the Harris-Galveston Area Council of Governments held a competitive process and entered into an agreement with Contractor for Emergency Notification Equipment, Software and Services, which includes Fire Station Alerting Systems; and

WHEREAS, it is neither reasonably practicable nor compatible with the City's best interests to conduct a separate competitive process under Charter Section 372 given that the services can be most economically obtained by contracting with Contractor for the same scope of services at the same or better terms as those provided in the Harris-Galveston Area Council of Governments contract; and

WHEREAS, the CITY and Contractor desire to enter into this Agreement for a two (2) year term not to exceed \$3,710,690, with three (3) one-year optional extensions, subject to the availability of funds.

NOW, THEREFORE, the CITY and the Contractor agree as follows:



## 1.0 SECTION 1: GENERAL INFORMATION

### 1.1 Project Overview

The purpose of this project is to replace aging fire station alerting system components at each of the 106 LAFD fire stations with a modern commercially available and fully supported station alerting solution, while maintaining various components of the existing system and without disruption of current operational service.

### 1.2 In Scope Services

The project scope includes the following services, described within this statement of work:

- System Design and Construction
- System Installation and Testing
- System Training
- System Implementation
- System Warrant, Maintenance and Support
- Project Management

### 1.3 Work Location

Contractor's Key Personnel, including the Project Manager, will be available to work on-site at LAFD facilities as needed in order to attend key meetings and/or participate in scheduled project events and/or milestones. Contractor's personnel will also work off-site at Contractor's office locations.

### 1.4 Out of Scope Services

Unless mutually agreed to by both parties by way of an amendment to this Agreement, any other services not specifically listed in this Agreement are considered out of scope. The CITY shall not be responsible to pay Contractor for any out of scope work not described in this Agreement, and not agreed to by the parties in writing via an amendment to this Agreement.

### 1.5 Not a Waiver

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as a release, compromise, settlement, or waiver by CITY of any cause of action that CITY may have against Contractor. CITY reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between CITY and Contractor.

### 1.6 Audit Rights

In addition to those rights available to CITY pursuant to PSC-16, Retention of Records, Audit and Reports, Contractor shall provide CITY or CITY's duly authorized representatives access, for the purposes of audit and investigation, to any and all books, documents, papers, records, deliverables, and software documentation pertaining to any

past, current, or future (i) transactions between CITY and Contractor, (ii) work requested to be performed of Contractor, or (iii) demands for payment by Contractor.

1.7 Payment Does Not Imply Acceptance of Work

The granting of any payment by CITY or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by CITY and upon rejection must be replaced by Contractor without delay.

1.8 Work Not In Scope of Services

Contractor shall immediately notify the CITY in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement and Contractor's Statement of Work, specified in Section 4. If it is determined that the request is outside of the scope of work, Contractor shall not perform the requested work unless and until (i) the CITY's designated contract administrator approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Contractor's compensation, and the scope of work, is approved and executed by both parties.

2.0 SECTION 2: REPRESENTATIVES OF THE PARTIES

2.1 Parties to the Agreement

A. CITY – The City of Los Angeles, a municipal corporation, chartered by the State of California, acting by and through the Los Angeles Fire Department, having its principal office at 200 North Main Street, 18<sup>th</sup> Floor, Los Angeles, CA, 90012

B. Contractor – Purvis Systems, Inc., a New York State Corporation, having its principal office at 88 Silva Lane, Middletown, RI 02842

2.2 Representatives of the Parties

The representatives of the respective parties authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given are as follows:

A. The representative of the CITY shall be, unless otherwise stated in this Agreement:

Ralph M. Terrazas, Fire Chief  
Los Angeles Fire Department  
200 N. Main St., Room 1800  
Los Angeles, CA 90012

With copies to:

Scott Porter, Chief Information Officer  
Los Angeles Fire Department  
200 N. Main St., Room 1660  
Los Angeles, CA 90012

B. The Contractor's representative is, unless otherwise stated in the Agreement:

Ms. Michelle Craft, Contracts Manager  
Purvis Systems, Inc.  
88 Silva Ln.  
Middletown, RI 02842

C. Communication Between Parties: Formal notices, demands, and communication required hereunder by either party shall be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

D. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five (5) working days of said change.

### 3.0 SECTION 3: TERM OF AGREEMENT

#### 3.1 Term

The term of this Agreement shall commence upon the date of attestation by the Los Angeles City Clerk, and will terminate two (2) years from that date, unless otherwise terminated by the CITY as provided for in this Agreement.

#### 3.2 Amendments

The Board of Fire Commissioners has authorized the Fire Chief to extend the Agreement for a total of three (3) additional years, exercisable in one (1) year increments, utilizing the amendment process described in Section PSC-5 of Attachment B – Standard Provisions for City Contracts (Rev. 10/17)[v.3]. Any amendments to extend the term of this Agreement are contingent on the availability of funds and the Contractor having provided satisfactory services under this Agreement.

#### 3.3 Ratification of Agreement

To the extent that the Contractor may have begun performance of the services before the date of execution at the CITY's request and due to the immediate needs, the CITY hereby ratifies and accepts those services performed in accordance with this Agreement and authorizes payment as provided by the terms of this Agreement. Notwithstanding this Section, the term of this Agreement will remain as stated above.

#### 4.0 SECTION 4: SCOPE OF WORK

##### 4.1 Contract Services

The Contractor will perform the contract services as described in the Purvis Proposal Number PC2019-58r5, dated May 9, 2019 titled "Fire Station Alerting System" and attached as **Attachment A, Statement of Work**.

##### 4.2 Project Management

The Contractor will provide a dedicated project manager who will act as the Contractor's single point of contact for all communications related to the day-to-day delivery of services. The Project Manager will be available to work on-site as-needed for key project tasks and meetings.

##### 4.3 Project Team

The Contractor will provide a team of professionals that possess the required skills and experience necessary to perform the required project tasks. The team size may vary from time to time based on the needs and priorities of the project.

##### 4.4 Testing

The Contractor will provide adequate testing of all delivered hardware and software, including integration, regression, readiness, and performance. The Contractor will plan, schedule and oversee user acceptance testing (UAT). The Contractor will provide a testing environment that includes any required hardware or software that is suitable for testing both hardware and software and system performance without dependency on or disruption to the production or training environment(s).

##### 4.5 Training

The Contractor will provide all required training as described in the Statement of Work to LAFD and ITA staff members that is sufficient for those members to perform the required system functions and fulfill the CITY's development and ongoing support responsibilities. The Contractor will provide a training environment, including any required hardware or software that is suitable for training LAFD members on the use of system features as they will be in production without dependency on or disruption to the production or testing environment(s).

##### 4.6 Documentation

The Contractor will create and deliver all required system documentation including, but not limited to, feature descriptions; required system administration documentation, such as system diagrams, data dictionaries and system administration guides; end-user guides; and training materials.

##### 4.7 Licensing

The Contractor will ensure that all system software is properly licensed at no additional cost to the CITY, including, but not limited to, any required third-party licenses. The Contractor will ensure that all required third-party licenses are maintained within fully supported versions, and that the custom developed system software continues to function

on any new versions of required third-party software (e.g. server, desktop and mobile operating system, browser, database, application servers, etc.) as they become available.

4.8 Additional Services

From time to time, additional services may be required that are not included within the scope of this Agreement. Any such services that may be needed in the future will be addressed with a separate scope of work, cost and schedule, and may be included in this Agreement by amendment.

5.0 SECTION 5: DELIVERABLES, PAYMENT TERMS, AND INVOICING

5.1 Total Solution Cost.

The Contractor will provide the FSAS solution as described in **Attachment A, Statement of Work**, for a firm, fixed price of \$3,710,690, which includes the Annual Post Warranty Maintenance for Year 2.

Line	Description	Payment Due
1	Hardware, including primary and spares	\$2,565,288
2	Software	\$257,113
3	Professional services	\$696,941
	Total	\$3,519,342

5.2 Annual Maintenance Cost.

The Contractor will provide warranty and maintenance support as described in **Attachment A, Statement of Work**, for one (1) full year (Year 2), twelve (12) consecutive months, following full system acceptance by the CITY in which such cost is included in the firm, fixed price of \$3,710,690. After Year 2, the CITY, may, at its discretion and provided funding is available, continue annual warranty and maintenance service each year thereafter (Years 3, 4 and 5) at a firm, fixed price as follows:

Line	Description	Payment Due
1	Annual Post Warranty Maintenance, Year 2	\$191,347
2	Annual Post Warranty Maintenance, Year 3	\$196,367
3	Annual Post Warranty Maintenance, Year 4	\$201,537
4	Annual Post Warranty Maintenance, Year 5	\$206,863

Invoices submitted by the Contractor will be approved by the City upon satisfactory performance, delivery and acceptance by the Department in accordance with the milestones and payment schedule described in **Attachment A, Statement of Work, Section F. Pricing**.

5.3 Invoicing

The Contractor shall submit their invoices to:

Scott Porter, Chief Information Officer  
Los Angeles Fire Department  
200 North Main Street, Room 1660  
Los Angeles, CA 90012

The CITY will make payment to the Contractor for the services performed after receipt and approval of the invoices by the CITY's Representative. The CITY will not unreasonably withhold approval of invoices. In the event any invoice is not approved, the CITY's Representative will immediately send a notice to the Contractor setting forth therein the reason(s) said invoice was not approved. Upon receipt of such notice, the Contractor may re-invoice the CITY for the accepted portion of the invoice or cure the defects identified in the CITY Representative's notice. The CITY will pay the revised invoice as soon as practical after its submission. If the CITY's Representative contests all or a portion of the invoice, the CITY's representative and the Contractor will use their best efforts to resolve the disputed portion or portions of the invoice.

The invoice must contain the following:

- a. Name and address of company or firm;
- b. Name and address of the contracting department;
- c. Date of the invoice and period covered;
- d. Reference to contract number;
- e. Description of the completed task and amount due for the task;
- f. Copy of the invoices and payments to third parties, if any;
- g. Payment terms, total due, and due date;
- h. Certification by a duly authorized officer of the Contractor;
- i. Discounts and terms (if applicable);
- j. Remittance address (if different from company address); and
- k. Percentage of maximum allowable compensation against which services have been billed to date, and percentage of maximum allowable compensation remaining.

## 6.0 SECTION 6: NON-EXCLUSIVE AGREEMENT

CITY and Contractor understand and agree that this is a non-exclusive Agreement to provide services to the CITY and the LAFD and that the CITY or the LAFD reserve the right to enter into an agreement with other contractors to provide similar services during the term of this Agreement.

## 7.0 SECTION 7: CITY CONTRACTING REQUIREMENTS

### 7.1 Standard Provisions

By entering into this Agreement with the CITY, the Contractor agrees to abide by the Standard Provisions for City Contracts (Rev. 10/17)[v.3], attached hereto and incorporated herein as Attachment B.



7.2 Disclosure of Border Wall Contracting Ordinance  
Contractor shall comply with Los Angeles Administrative Code (LAAC) Section 10.50 *et seq.*, "Disclosure of Border Wall Contracting Ordinance." CITY may terminate this Agreement at any time if CITY determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

7.3 Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance  
Contractor shall comply with LAAC Section 10.52 *et seq.*, "Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance." CITY may terminate this Agreement at any time if CITY determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and Sponsorships with the National Rifle Association, as defined in LAAC Section 10.52.

#### 8.0 SECTION 8: ORDER OF PRECEDENT

This Agreement, and any exhibits, attachments or documents incorporated herein by inclusion or by reference constitutes the complete and entire Agreement between the CITY and the Contractor. In the event of any inconsistency between the body of this Agreement and the Attachments, the order of precedence will be as follows:

- 1) This Agreement between the CITY and Purvis, Inc.
- 2) Attachment A – Statement of Work
- 3) Attachment B – Standard Provisions for City Contracts (Rev. 10/17)[v.3]

#### 9.0 SECTION 9: ENTIRE AGREEMENT

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

#### 10.0 SECTION 10: NUMBER OF PAGES AND ATTACHMENTS

This Agreement is executed in three (3) triplicate originals, each of which is deemed to be an original. This Agreement includes ten (10) pages and two (2) Attachments, which constitute the entire understanding and agreement of the parties.

[SIGNATURE PAGE FOLLOWS]

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

THE CITY OF LOS ANGELES

Purvis Systems, Inc., a New York Corporation

By: \_\_\_\_\_  
Ralph M. Terrazas  
Fire Chief

By\*: \_\_\_\_\_  
Ms. Michelle Craft, Contracts Manager  
Purvis Systems, Inc.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
MICHAEL N. FEUER, City Attorney

By\*\*: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Kimberly D. Miera  
Deputy City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

NOTE: If Contractor is a corporation, two signatures are required.  
\* The signature of President, Chairman of the Board, or Vice President is required here; and  
\*\* an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

Agreement Number: \_\_\_\_\_

**ATTACHMENT A**

**STATEMENT OF WORK**