

**Report to the
BOARD OF AIRPORT COMMISSIONERS**

<p><i>Aura Moore</i> _____ Approver: Aura Moore, Deputy Executive Director and Chief Information Officer</p> <p><i>Brian C. Ostler</i> _____ Reviewer: Brian C. Ostler, City Attorney</p> <p><i>Justin Erbacci</i> _____ Justin Erbacci (May 26, 2023 09:17 PDT) _____ Justin Erbacci, Chief Executive Officer</p>	<p><u>Meeting Date</u></p> <p>6/1/2023</p>																							
	<p>Needs Council Approval: <input checked="" type="checkbox"/> Y</p> <table border="1"> <thead> <tr> <th>Reviewed for/by</th> <th>Date</th> <th>Approval Status</th> <th>By</th> </tr> </thead> <tbody> <tr> <td>Finance</td> <td>5/24/2023</td> <td><input checked="" type="checkbox"/> Y <input type="checkbox"/> NA</td> <td>JS</td> </tr> <tr> <td>CEQA</td> <td>5/15/2023</td> <td><input checked="" type="checkbox"/> Y</td> <td>MD</td> </tr> <tr> <td>Procurement</td> <td>5/16/2023</td> <td><input checked="" type="checkbox"/> Y <input type="checkbox"/> Cond</td> <td>BG</td> </tr> <tr> <td>Guest Experience</td> <td>5/18/2023</td> <td><input checked="" type="checkbox"/> Y</td> <td>TB</td> </tr> <tr> <td>Strategic Planning</td> <td>5/16/2023</td> <td><input checked="" type="checkbox"/> Y</td> <td>BNZ</td> </tr> </tbody> </table>	Reviewed for/by	Date	Approval Status	By	Finance	5/24/2023	<input checked="" type="checkbox"/> Y <input type="checkbox"/> NA	JS	CEQA	5/15/2023	<input checked="" type="checkbox"/> Y	MD	Procurement	5/16/2023	<input checked="" type="checkbox"/> Y <input type="checkbox"/> Cond	BG	Guest Experience	5/18/2023	<input checked="" type="checkbox"/> Y	TB	Strategic Planning	5/16/2023	<input checked="" type="checkbox"/> Y
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SUBJECT

Request to approve the Second Amendment to Information Technology Infrastructure contracts DA-5456 with Birdi Systems, Inc. and DA-5457 with Direct A/V, to extend the contract terms to December 31, 2025; and to increase the contract authority for Birdi Systems, Inc. in the amount of \$10,948,006, and for Direct A/V in an amount of \$1,169,531, for a combined total increase in contract authority of \$12,117,537.

RECOMMENDATIONS

Management RECOMMENDS that the Board of Airport Commissioners:

1. ADOPT the Staff Report.
2. DETERMINE that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.f and Article III, Class 1 (1) of the Los Angeles City CEQA Guidelines.
3. FIND that the work can be performed more economically or feasibly by an independent contractor than by City employees.
4. FURTHER FIND that, pursuant to Los Angeles Administrative Code Section 10.15(a)(10) and Los Angeles Charter Section 371(e)(10), the services to be provided under this contract involve the performance of professional, expert, technical, and other special services such that the use of competitive bidding would be impractical and undesirable.

5. APPROVE the Second Amendment to Contracts DA-5456 with Birdi Systems, Inc. and DA-5457 with Direct A/V to extend the contract terms to December 31, 2025; and to increase the contract authority for Birdi Systems, Inc. in the amount of \$10,948,006, and for Direct A/V in an amount of \$1,169,531 for a combined total not-to-exceed increase in contract authority amount of \$12,117,537, to support On-Call IT Initiatives.
6. AUTHORIZE the Chief Executive Officer, or designee, to execute the Second Amendment to both contracts after approval as to form by the City Attorney and approval by the Los Angeles City Council.

DISCUSSION

1. Purpose

The purpose of the proposed action is to extend the contract terms for Contracts DA-5456 and DA-5457 to December 31, 2025, and increase the contract authority with Birdi Systems and Direct AV to support new on-call Information Technology Initiatives at Los Angeles World Airports (LAWA). These on-call contracts provide IT infrastructure installation and related services to support many technology and construction programs and projects.

2. Prior Related Actions/History of Board Actions

- **July 16, 2020 – Resolution No. 27064 (DA-5456, DA-5457)**

The Board of Airport Commissioners (Board) approved the award of one-year contracts, with two one-year renewal options, to Birdi Systems, Inc. and Direct A/V covering on-call information technology infrastructure operations support services for Los Angeles World Airports, for an amount not to exceed \$3,250,000 each for a combined total of \$6,500,000. These contracts commenced on August 26, 2020, and August 27, 2020, respectively, for a one-year term and included two one-year options to extend. Prior to the end of the initial term, LAWA exercised an option to extend the contract with Birdi Systems, Inc. to August 25, 2022, and with Direct A/V to August 26, 2022.

- **December 16, 2021 – Resolution No. 27404 (DA-5456A, DA-5457A)**

The Board approved the First Amendment to Contracts DA-5456 with Birdi Systems, Inc. and DA-5457 with Direct A/V to extend the contract terms to December 31, 2023, to increase the contract authority for Birdi Systems, Inc. in an amount of \$3,643,789, for a total of \$6,893,789, for a combined not-to-exceed total amount of \$10,143,789 to support On-Call IT Infrastructure Operations Support Services and IT Capital Projects.

- **September 1, 2022 – Resolution No. 27579**

The Board appropriated funds for the CCTV Phase II Project, based on the Capital Improvement Plan (CIP) direct budget for the project of \$21,733,255.

3. Background

Los Angeles World Airports currently uses on-call infrastructure contracts to provide project and operations support services to address various IT infrastructure needs. These on-call contracts provide IT infrastructure installation and related services to support many technology and construction programs and projects that provide a safe airport environment

and improve operations and the guest experience. Services from these contracts have been used to implement infrastructure and technology for multiple projects at Los Angeles International Airport (LAX), including projects such as:

- Midfield Satellite Concourse Art Program – LED/LCD Monitor Installation for Two Digital Art Exhibits
- Midfield Satellite Concourse Customs & Border Protection Interlock Modifications
- Tom Bradley International Terminal IT Pylon Flight Information Display System – Monitor/Workstation Upgrades
- ACAMS Phase 2 – West Gate at TBIT, T1.5 and Taxiway P

4. Current Action/Rationale

Los Angeles World Airports' Information Management Technology (IMT) Division will be implementing the following capital and operating projects over the next two years under the proposed Second Amendment to the On-Call IT Infrastructure Services contracts:

The Closed Circuit Television (CCTV) Phase II New Camera Installation:

As part of the CCTV Phase II project, this scope of work received capital strategy approval in April 2023. It consists of the installation of 470 CCTV cameras and conduit and cable infrastructure in high-priority locations that currently do not have sufficient camera coverage. The cameras will be installed in Terminals 1–2 and 5–8, the Tom Bradley International Terminal (TBIT) West, Terminal 4 Connector, and the Skyview roof (to view north and south runways and roadways). Los Angeles World Airports requested and received quotes from Birdi Systems, Inc. and Direct A/V. Birdi Systems was selected to perform the work as their quote was lower than Direct A/V's by approximately 16 percent. This project is scheduled to be completed within 18 months of the issuance of the Notice to Proceed and is estimated to cost \$10,038,497.

Supporting the installation of the cameras is the configuration and integration of these 470 cameras to the Genetec Video Management System by Integrated Security Solutions, Inc. The LAWA IMT Division is requesting an amendment for Integrated Security Solutions, Inc. as well, under a separate board action, to work in conjunction with Birdi Systems, Inc. to complete the New Camera Installation project.

Tom Bradley International Terminal Departure Flight Information Display System (FIDS) Replacement:

The Tom Bradley International Terminal has had more than 2.6 million guests move through the facility in the past 12 months. With 40 gates, TBIT is the primary international terminal at LAX and often provides the first (and last) impression for guests of both Los Angeles and the United States. The major electronic displays that provide flight information in the ticketing lobby and other locations at TBIT have not been upgraded in decades, with some dating back to the Los Angeles Olympics of 1984. Some of the displays in the ticketing lobby and other areas have been disabled entirely because they have not worked in years and are beyond repair.

More contemporary display technologies (such as LED) are now available and can greatly enhance the guest experience throughout the entire TBIT arrival and departure areas. It is planned to use new digital display boards that will provide vibrant presentation of relevant, real-time information about flights, gates, check-in, security, wayfinding, etc., that is of great value to the guest experience. The On-Call Infrastructure contract will be used to perform the installation of the new digital display boards. Direct A/V was selected to perform this work. The estimate for the installation of these digital display boards is \$2,653,400.

Network Upgrades Project:

Materials and services are required to perform infrastructure and electrical upgrades and design and build fiber optic circuits that are used to support the replacement of core and distribution network switches and routers. This work is part of the ongoing effort to replace End-of-Support (EOS)/End-of-Life (EOL) equipment in TBIT West, Terminal 5, Terminal 6, and the Administration East building. The estimated cost for this work is \$915,000. Funding authority is added to each contract to allow each company the opportunity to compete for work.

Estimated services and expenditures under the Second Amendment are as follows:

Company Name	Current Contract Authority	Expenditures To-Date	Remaining Contract Authority	Total Second Amendment Costs	Second Amendment Contract Authority Needed	New Contract Authority
Birdi Systems, Inc.	\$6,893,789	\$6,888,298	\$5,491	\$10,953,497	\$10,948,006	\$17,841,795
Direct A/V	\$3,250,000	\$851,131	\$2,398,869	\$3,568,400	\$1,169,531	\$4,419,531
Combined Total	\$10,143,789	\$7,739,429	\$2,404,360	\$14,521,897	\$12,117,537	\$22,261,326

Birdi Systems, Inc. and Direct A/V are registered Small Business Enterprise (SBE) and Local Business Enterprise (LBE) firms and, thus, will achieve 100 percent SBE and LBE participation.

How This Action Advances a Specific Strategic Plan Goal and Objective

This action advances this strategic goal and objective: *Deliver Facilities & Guest Experiences that are Exceptional: Develop, maintain and operate first class facilities.* The proposed amendment will enable the IMT Division to enhance safety and security in the terminals, provide state-of-the-art-technology in our facilities, and ensure foundational network infrastructure supports security and operational systems and services.

5. Fiscal Impact

Los Angeles World Airports will use a combination of operating and capital funds for the above projects. Capital budget for the CCTV Phase II project is programmed in LAWA's Capital Improvement Plan (CIP), with a direct budget of \$21,733,255 including hard costs, soft costs, and project contingency. As the \$10,038,497 of capital costs associated with this action already are included as part of the CCTV Phase II budget, approval of this action will result in no net increase to the CIP.

6. Alternatives Considered

- **Take No Action**

Without the proposed amendment, LAWA will not have sufficient resources to provide the necessary IT infrastructure and related services that are critical to support the projects listed above. For those reasons, taking no action is not recommended.

APPROPRIATIONS

No capital appropriations are requested as part of this action. Funds for this contract are available in the Fiscal Year 2022-2023 Los Angeles World Airports Operating Budget Cost Center 1170003 – IT Infrastructure Technology Office, Commitment Items 104 and 520 –Assets and Contractual Services. Funding for subsequent years will be requested as part of the annual budget process.

STANDARD PROVISIONS

1. This action, as a continuing administrative activity, is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines. And interior or exterior alterations involving remodeling or minor construction where there be negligible or no expansion of use is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article III, Class 1 (1).
2. The proposed document(s) is/are subject to approval as to form by the City Attorney.
3. Actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373.
4. Birdi Systems, Inc. and Direct A/V will comply with the provisions of the Living Wage Ordinance.
5. Procurement Services has reviewed this action (File No. 9038) and established mandatory goals of 20% SBE, 5% LBE, and 3% LSBE. Birdi Systems, Inc. committed to 100% SBE, 100% LBE, and 100% LSBE. Direct A/V committed to 100% SBE, 100% LBE, and 100% LSBE. As a certified LSBE firm, Birdi Systems, Inc. and Direct A/V are credited with 100% SBE/LBE participation.
6. Birdi Systems, Inc. and Direct A/V are required by contract to comply with the provisions of the Affirmative Action Program.
7. Birdi Systems, Inc. have been assigned Business Tax Registration Certificate No. 0002162248-0001-3. Direct A/V has been assigned Business Tax Registration Certificate No. 0000943863-0001-6.
8. Birdi Systems, Inc. and Direct A/V are required by contract to comply with the provisions of the Child Support Obligations Ordinance.
9. Birdi Systems, Inc. and Direct A/V have approved insurance documents, in the terms and amounts required, on file with the Los Angeles World Airports.

10. Pursuant to Charter Section 1022, staff determined the work specified on the proposed contract can be performed more feasibly or economically by an Independent Contractor than by City employees.
11. Birdi Systems, Inc. and Direct A/V have submitted the Contractor Responsibility Program Questionnaire and Pledge of Compliance and will comply with the provisions of the Contractor Responsibility Program.
12. Birdi Systems, Inc. and Direct A/V have been determined by Public Works, Office of Contract Compliance to be in compliance with the provisions of the Equal Benefits Ordinance.
13. This action is not subject to the provisions of the First Source Hiring Program.
14. Birdi Systems, Inc. and Direct A/V have submitted the Bidder Contributions CEC Form 55 and will comply with its provisions.
15. Birdi Systems, Inc. and Direct A/V have submitted the MLO Bidder Contributions CEC Form 50 and will comply with its provisions.
16. Birdi Systems, Inc. and Direct A/V will comply with the provisions of the Iran Contracting Act.

**SECOND AMENDMENT TO CONTRACT NO. DA-5456 BETWEEN THE CITY OF
LOS ANGELES AND BIRDI SYSTEMS, INC. TO PROVIDE
ON-CALL INFORMATION TECHNOLOGY INFRASTRUCTURE OPERATIONS
SUPPORT SERVICES FOR THE DEPARTMENT OF AIRPORTS**

This SECOND AMENDMENT TO CONTRACT NO. DA-5456 (“Second Amendment”) is made and entered into this _____ day of _____, 2023, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners of the Department of Airports also known as Los Angeles World Airports or LAWA (hereinafter referred to as "City"), and BIRDI SYSTEMS, INC., a California corporation (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, City and Contractor previously entered into Contract No. DA-5456 dated August 26, 2020 (“Contract”) for on-call information technology infrastructure operations support services; and

WHEREAS, by letter dated July 19, 2021, City exercised its option to extend the Contract to August 25, 2022; and

WHEREAS, City and Contractor, by mutual agreement, desire to amend the Contract, as set forth in this Second Amendment;

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions herein contained, City and Contractor do hereby mutually agree that the Contract shall BE AMENDED AS FOLLOWS:

AMENDMENTS

Section 1. Section 1.0 of the Contract is hereby deleted and replaced in lieu thereof with the following:

“The term of this Contract shall commence on August 26, 2020 and shall terminate on December 31, 2025, unless earlier terminated pursuant to Sections 5 and 6 below.”

Section 2. The first sentence of Section 3.2 of the Contract is hereby deleted and replaced in lieu thereof with the following:

“The compensation to Contractor shall not exceed Seventeen Million Eight Hundred Forty-One Thousand Seven Hundred Ninety-Five Dollars (\$17,841,795) for the term of the Contract.”

Section 3. It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Second Amendment shall not in any manner alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties hereto

under or by reason of the Contract, and except as expressly amended herein, all of the terms, covenants, and conditions of the Contract shall remain in full force and effect.

Section 4 This Second Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Second Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Second Amendment had been delivered that had been signed using a handwritten signature. All parties to this Second Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Second Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Second Amendment based on the foregoing forms of signature. If this Second Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

IN WITNESS WHEREOF, City has caused this Second Amendment to be executed by the Chief Executive Officer and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO,
City Attorney

CITY OF LOS ANGELES

Date: _____

Date: _____

By: _____
Deputy/Assistant City Attorney

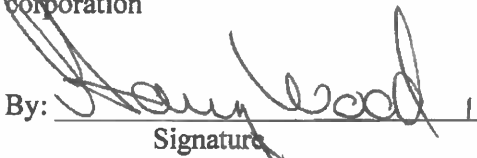
By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer

ATTEST:

BIRDI SYSTEMS, INC., a California
corporation

By:  _____
Signature (Secretary)

By:  _____
Signature

Moninder Birdi
Print Name

Garry Wood
Print Name

Vice President
Print Title

**SECOND AMENDMENT TO CONTRACT NO. DA-5457 BETWEEN THE CITY OF
LOS ANGELES AND DIRECT A/V TO PROVIDE
ON-CALL INFORMATION TECHNOLOGY INFRASTRUCTURE OPERATIONS
SUPPORT SERVICES FOR THE DEPARTMENT OF AIRPORTS**

This SECOND AMENDMENT TO CONTRACT NO. DA-5457 ("Second Amendment") is made and entered into this _____ day of _____, 2023, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners of the Department of Airports also known as Los Angeles World Airports or LAWA (hereinafter referred to as "City"), and DIRECT A/V, a California corporation (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, City and Contractor previously entered into Contract No. DA-5457 dated August 27, 2020, as amended by the First Amendment to Contract No. DA-5457A dated April 6, 2022 (collectively, "Contract") for on-call information technology infrastructure operations support services; and

WHEREAS, by letter dated August 19, 2021, City exercised its option to extend the Contract to August 26, 2022; and

WHEREAS, City and Contractor, by mutual agreement, desire to amend the Contract, as set forth in this Second Amendment;

NOW, THEREFORE, the parties hereto, for and in consideration of the terms, covenants and conditions herein contained, City and Contractor do hereby mutually agree that the Contract shall BE AMENDED AS FOLLOWS:

AMENDMENTS

Section 1 Section 1.0 of the Contract is hereby deleted and replaced in lieu thereof with the following:

"The term of this Contract shall commence on August 27, 2020 and shall terminate on December 31, 2025, unless earlier terminated pursuant to Sections 5 and 6 below."

Section 2 The first sentence of subsection 3.2 of Section 3.0, Contractor Scope and Fee, is deleted in its entirety and replaced with the following:

"The compensation to Contractor shall not exceed Four Million Four Hundred Nineteen Thousand Five Hundred Thirty-One Dollars (\$4,419,531) for the term of the Contract."

Section 3 It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this Second Amendment shall not in any manner alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties hereto

under or by reason of the Contract, and except as expressly amended herein, all of the terms, covenants, and conditions of the Contract shall remain in full force and effect.

Section 4 This Second Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Second Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Second Amendment had been delivered that had been signed using a handwritten signature. All parties to this Second Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Second Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Second Amendment based on the foregoing forms of signature. If this Second Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

IN WITNESS WHEREOF, City has caused this Second Amendment to be executed by the Chief Executive Officer and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
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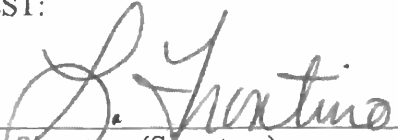
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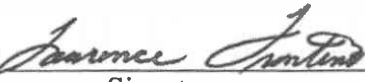
By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer

ATTEST:

DIRECT A/V, a California corporation

By: 
Signature (Secretary)

By: 
Signature

LORI FRONTINO
Print Name

Lawrence Frontino
Print Name

Vice President
Print Title