



19
Item Number
here

Report to the BOARD OF AIRPORT COMMISSIONERS

Approver:

Aura Moore, Chief Information Officer
Information Management & Technology

Meeting Date

10/6/2022

Needs Council Approval: ☒ Y

Reviewer:

Brian C. Ostler, City Attorney *PT*

Justin Erbacci (Sep 30, 2022 15:10 PDT)

Justin Erbacci, Chief Executive Officer

Reviewed for/by	Date	Approval Status	By
Finance	9/26/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> NA	JS
CEQA	9/21/2022	<input checked="" type="checkbox"/> Y	VW
Procurement	9/21/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> Cond	QM
Guest Experience	9/21/2022	<input checked="" type="checkbox"/> Y	TB
Strategic Planning	9/26/2022	<input checked="" type="checkbox"/> Y	BNZ

SUBJECT

Request to approve the First Amendment to Contract No. DA-5388 with Direct A/V to extend the term for one year, with an additional one-year renewal option, and increase the authority by \$3,479,270, for a total amount not to exceed \$9,861,141 for both years, to provide maintenance, repair, materials, and related services for the public address system at Los Angeles International Airport.

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 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. APPROVE the First Amendment to Contract No. DA-5388 with Direct A/V to extend the term for one year, with an additional one-year renewal option, and increase the authority by \$3,479,270, for a total amount not to exceed \$9,861,141, to provide maintenance, repair, materials, and related services for the public address system at Los Angeles International Airport.

5. AUTHORIZE the Chief Executive Officer, or designee, to execute the First Amendment after approval as to form by the City Attorney and approval by the Los Angeles City Council.

DISCUSSION

1. Purpose

To extend the contract term and increase the contract authority to allow the Los Angeles World Airports (LAWA) to continue to receive technical maintenance, repair, materials, and related services for the public address system at Los Angeles International Airport (LAX).

2. Prior Related Actions/History of Board Actions

- **September 1, 2016 – Resolution No. 26050 (DA-5116)**

The Board of Airport Commissioners (Board) approved a one-year contract award to Direct A/V, with two one-year renewal options, to provide maintenance and repair services for the public address and other related systems at Los Angeles World Airports for a total amount not to exceed \$3,696,772. This contract expired on August 31, 2019.

- **September 10, 2019 – Resolution No. 26849 (DA-5388)**

The Board approved a sole source three-year contract to Direct A/V, Inc. to provide maintenance and repair services for the public address and other related systems at Los Angeles World Airports for a total amount not to exceed \$6,381,871. This contract expires October 22, 2022.

3. Background

Los Angeles World Airports uses the public address system for voice announcements and visual messaging in the terminals and at the curbside of the Central Terminal Area at LAX. This is a key airport system that operates 24 hours a day, seven days a week, 365 days a year to enhance the guest experience and augment public safety and security efforts.

This contract has and will continue to allow LAWA to obtain ongoing maintenance, repair, materials, and related services for the following areas:

- Terminal paging for live and recorded audio announcements in the terminals
- White Zone paging for live and recorded audio announcements at the curbsides
- Emergency Visual Messaging for emergency messages to be sent remotely from the Airport Response Coordination Center (ARCC) to the security screening checkpoints
- Text-to-Speech Courtesy Announcement System (TCAS) for emergency audio and visual messages to be sent remotely from the ARCC to the terminals and curbsides

The public address system is required by the system's manufacturer, Innovative Electronics Design (IED), to be maintained by a Certified Integrator (CI). There are three CIs located in California: one in Los Angeles, the others in San Diego and the Oakland Bay Area, respectively.

Direct A/V is the sole CI located in Los Angeles County that has current, trained technical staff that are prepared to provide public address support services to LAX. Los Angeles World Airports conducted Requests for Bids in 2013 and 2016 for public address system maintenance and support services, and both resulted with a single bid response from Direct A/V. Innovative Electronics Design confirmed that, as of September 2022, the above list of available CIs has not changed.

4. Current Action/Rationale

The Information Management and Technology (IMT) group currently is working on a Request for Proposals (RFP) for Information Technology Professional Services which is scheduled to be released early in the fourth quarter of 2022. To allow additional firms the opportunity to work on this key airport system, maintenance and support services for the public address system will be included in the RFP. The Department's IMT is working with IED to increase the number of certified integrators in the Los Angeles area. IMT is requesting a one-year term extension, with an additional one-year renewal option, and an increase in contract authority, to allow for the award of a contract, or contracts, from this RFP and allow for any time required to transition between the current and future vendor(s).

As LAWA continues to improve and expand LAX through new developments such as the Landside Access Modernization Program, Direct A/V will be required to assist LAWA in maintaining the new public address systems, as well as the interface between the ARCC and all new facilities.

This contract amendment will include:

- Ongoing maintenance, repair, materials, and related services for the current public address system at existing locations.
- Provisions to add maintenance and repair services for the public address systems in newly-completed facilities listed below after the initial system warranties expire (estimated warranty completion dates below):
 - Terminal 1.5 Area – April 1, 2023
 - West Gates at Tom Bradley International Terminal (MSC) – February 1, 2023
 - Terminal 5.5 – October 1, 2024
 - Intermodal Transportation Facility (ITF) West – September 1, 2023
- System upgrades and enhancements, including the replacement and upgrade of end-of-life hardware and updating of system controller Operating Systems in the following locations:
 - Terminal 1
 - ARCC Terminal-Wide communication + White Zone Paging
- As-needed equipment, supplies, and services for the above work and any potential future projects.

Prior expenditures under this contract are as follows:

Prior Expenditures	
Description	Expenditures
Base monthly support and maintenance for 3 years	\$3,241,783
IED Global Platinum Assurance Plan (Equipment Warranty) for 3 years	\$1,218,124
Contract Expenditures	\$4,459,907
Total Not-to-Exceed Contract Amount	\$6,381,871
Remaining Authority	\$1,921,964

Estimated services and expenditures under this contract are as follows:

Estimated Expenditures	
Description	Expenditures
Base monthly support and maintenance for 2 years	\$2,673,384
Support of New Facilities	
Terminal 1.5	\$66,880
Terminal 4 FIS	\$100,848
West Gates (MSC)	\$189,420
Terminal 5.5	\$3,650
ITF West	\$119,000
Total New Facilities	\$479,798
IED Global Platinum Assurance Plan (Equipment Warranty) for 2 years	\$709,940
As needed, system upgrades and equipment enhancements, supplies, and services	\$1,538,112
Estimated Expenditure Total	\$5,401,234
Remaining Contract Authority	\$1,921,964
Needed Additional Authority	\$3,479,270
New Total Not-To-Exceed Amount	\$9,861,141

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 extension of the support for the audio and visual paging systems will contribute to the overall efficiency and operation of the paging system while enhancing capability and message distribution to the traveling public and airline stakeholders.

5. Fiscal Impact

Costs incurred under this contract will be recovered through landing fees, terminal rates and charges, and non-aeronautical revenues.

6. Alternatives Considered

- **Take No Action**

Without this contract, the public address system will not be properly maintained. Since this is a key airport system and a primary means of communication with the traveling public and staff in the field, an inoperable or poorly maintained system may adversely impact LAWA's guest experience, safety, and security.

APPROPRIATIONS

Funds for this contract is available in the Fiscal Year 2022-23 Los Angeles World Airports Operating Budget in LAX Cost Center 1170010 – IT Airport Operations, Commitment Item 520 – Contractual Services and Commitment Item 522 – Materials and Supplies. Funding for subsequent years will be requested as part of the annual budget process.

STANDARD PROVISIONS

1. This item, as a continuing administrative, maintenance and personnel-related activity, is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines.
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. Direct A/V, Inc. is required by contract to comply with the provisions of the Living Wage Ordinance.
5. Procurement Services has reviewed this action (File No. 9112). No mandatory Small Business Enterprise, Local Business Enterprise/Small Local Business Enterprise, and Disabled Veterans Business Enterprise goal for this project have been established, as no subcontracting opportunities were identified.
6. Direct A/V, Inc. is required by contract to comply with the provisions of the Affirmative Action Program.
7. Direct A/V, Inc. has been assigned Business Tax Registration Certificate No. 0000943863-0001-6.
8. Direct A/V, Inc. is required by contract to comply with the provisions of the Child Support Obligations Ordinance.
9. Direct A/V, Inc. has 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 in the proposed contract can be performed more feasibly or economically by an Independent Contractor than by City employees.

11. Direct A/V, Inc. has submitted the Contractor Responsibility Program Questionnaire and Pledge of Compliance and is required by contract to comply with the provisions of the Contractor Responsibility Program.
12. Direct A/V, Inc. has been determined by Public Works, Office of Contract Compliance, to be in full compliance with the provisions of the Equal Benefits Ordinance.
13. Direct A/V, Inc. is required by contract to comply with the provisions of the First Source Hiring Program for all non-trade LAX Airport jobs.
14. Direct A/V, Inc. has submitted the Bidder Contributions CEC Form 55 and is required by contract to comply with its provisions.
15. Direct A/V, Inc. has submitted the Municipal Lobbying Ordinance CEC Form 50 and is required by contract to comply with its provisions.
16. Direct A/V, Inc. is required by contract to comply with the provisions of the Iran Contracting Act.

**AMENDMENT TO CONTRACT DA-5388 BETWEEN
THE CITY OF LOS ANGELES AND DIRECT A/V TO PROVIDE OPERATION AND
MAINTENANCE SERVICES FOR THE PUBLIC ADDRESS SYSTEM AT LOS ANGELES
INTERNATIONAL AIRPORT**

This AMENDMENT TO CONTRACT NO. DA-5388 ("Amendment") is made and entered into this this _____ day of _____, 2022, at Los Angeles, California by and between the CITY OF LOS ANGELES, a municipal corporation, (hereinafter referred to as "City"), acting by order of and through the Board of Airport Commissioners (hereinafter referred to as "Board") of the Department of Airports (hereinafter referred to as "Department" or "LAWA"), DIRECT A/V, a California Corporation (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, City and Contractor entered into Contract DA-5388 dated October 23, 2019 ("Contract" for maintenance and repair services for the public address and other related systems at Los Angeles International Airport (hereinafter referred to as "Contract") for the Department; and,

WHEREAS, the parties hereto desire to amend this Contract to extend the contract term and increase the contract authority.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED that the Contract BE AMENDED AS FOLLOWS:

Section 1. Subsection 1.1 of Section 1.0, Term of Contract, is deleted in its entirety and replaced with the following:

"The term of this Contract shall commence on October 24, 2022 and expire on October 23, 2023, unless earlier terminated pursuant to the terms herein. City shall have the right to extend the Term of the Contract for one year, in City's sole discretion."

Section 2. 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 Nine Million Eight Hundred Sixty-One Thousand One Hundred Forty-One Dollars (\$9,861,141). The stated amount is deemed to include all provisions for Contractor's compensation for the Services, including, without limitation, travel costs, fringe benefits, all out of pocket expenses, and overhead costs."

Section 3. This Amendment and any other document necessary for the consummation of the transaction contemplated by this 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 First 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 First Amendment had been delivered that had been signed using a handwritten signature. All parties to this First Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this First 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 First Amendment based on the foregoing forms of signature. If this First 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.

Section 4. It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this 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 terms, covenants, and conditions of the Contract and all amendments thereto, shall remain in full force and effect.

//

//

//

//

//

//

IN WITNESS WHEREOF, the Department has caused this Amendment to be executed on its behalf by the Chief Executive Office and Contractor has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

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

CITY OF LOS ANGELES

Date: _____

Date: _____

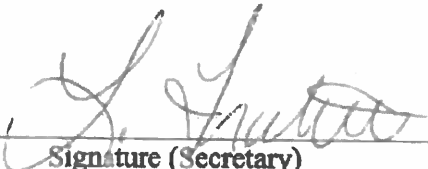
By: _____
Deputy/Assistant City Attorney

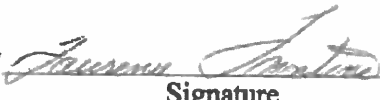
By _____
Chief Executive Officer
Department of Airports

By _____
Chief Financial Officer
Department of Airports

ATTEST:

DIRECT A/V,
a California corporation

By: 
Signature (Secretary)
Lore Frontino
Print Name

By: 
Signature
Lawrence Frontino
Print Name
Vice President
Print Title

[SEAL]

