



## City Council Staff Report

DATE: May 6th, 2015

CONSENT AGENDA

SUBJECT: APPROVE THE COOPERATIVE PURCHASE, INSTALLATION AND 5 YEAR SERVICE AGREEMENT OF VOICESHIELD EQUIPMENT FROM TELERIA RESILIENT COMMUNICATIONS FOR EMERGENCY SATELLITE COMMUNICATIONS FOR THE CITY EMERGENCY OPERATIONS CENTER

FROM: David H. Ready, City Manager

BY: Palm Springs Fire Department

---

### SUMMARY

Teleira provides a service called "VoiceShield" which is a system that converts analog and/or digital phone systems to a satellite based phone system when the analog and/or digital phone systems fail. This will allow the Emergency Operations Center (EOC) to have phone service even when traditional methods fail in a disaster.

### RECOMMENDATION

- 1) Award the purchase of the VoiceShield equipment, installation, and five year service agreement from Teleria Resilient Communications Inc. based upon the Riverside County cooperative purchase RFP#HSARC-279 in the total amount of \$62,375.
- 2) Authorize the City Manager to approve the purchase order and Teleria service agreement.

### STAFF ANALYSIS

The "VoiceShield" system from Teleria automatically converts the 25 designated phone lines the City has selected to convert to a satellite based phone system when it detects a failure in the analog and/or digital system. This will allow those 25 designed phone lines to become satellite phones. This provides a redundant communication method in an emergency or major disaster. The initial one-time cost of \$14,425 includes the equipment, delivery, installation, set-up, and training. The equipment is comprised of 1.2m satellite dish, TRIAD equipment and license.

ITEM NO. 2.G.

The annual cost of \$9,590 includes 1,000 minutes per month, which do not roll over from month to month, five access numbers, "VoiceShield" Suite of Services, toll-free information hotline, "VoiceCast", and 25 phone lines. The city will pay \$0.05 for every minute over the allotted 1000 minutes per month.

"VoiceShield" Suite of Services provides the following standard features as well as additional features:

- Toll-free hotline-
- Fax to Email- inbound faxes are stored online and can be forwarded via email as a PDF
- Voice Mail/ Voice to Email- unlimited voice mailboxes which will convert the new voice message to a .wav file and send it via email
- Instant Reroute-diverts phone numbers around outages
- Web Call Controller-web-based interface to manage all setting in real time
- Direct Inward Dialing (DID) Recovery-recovers individual DIDs directly to any phone number
- On-line user training
- Outage support 24 hours a day, 365 days a year
- Basic Features-unlimited menus and sub menus, call forwarding, dial by name/extension, voice-on demand, real-time reporting, text-to-speech

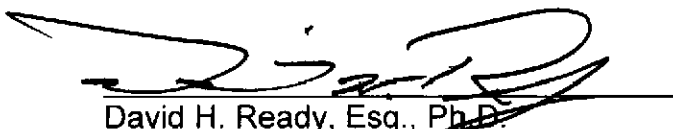
"VoiceCast" provides the following standard features as well as additional features:

- Boomerang-brings together receipts for on-demand conference calls, custom polls, hotlines, and recorded messages
- Call Control-
- Conferencing-conference calls, automatic dial-out, customer greeting, recording, and polling
- Focused or Broad-send focused communication to a select group of employees or send a broad message to all employees based on established groups
- Remote-can activate from anywhere
- Unlimited-directories and groups

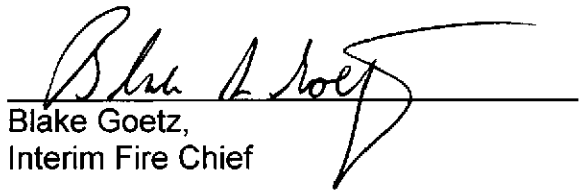
Teleria Resilient Communications was awarded a competitively solicited contract by the County of Riverside RFP#HSARC-279 for the VoiceShield equipment. Desert Regional Medical Center has also acquired the same system utilizing the Riverside County agreement. After careful review by the Fire Department of the Teleria system, and in consultation with the Procurement Manager, staff is recommending award of this purchase from Teleria pursuant to the provisions of Section 7.09.010 of the Municipal Code authorizing the use of cooperative purchase agreements.

FISCAL IMPACT

The funds for year one will be taken from 3522-43200: \$7,000, 3522-42490:\$13,000, and 3522-42980: \$4,015. The funds being utilized out of this year's budget will not impact radio maintenance at Edom Hill and the EOC. Future budget years will require an increase in contractual services for the Disaster Account (3522) in the amount of \$9,590 to cover the annual fee.



David H. Ready, Esq., Ph.D.  
City Manager



Blake Goetz,  
Interim Fire Chief

Attachments:

1. Teleira Agreement



# Detailed Quote VoiceShield - Satellite

Teleira  
11778 S Election Road, Ste 140  
Draper, UT 84020  
Phone: 1-877-777-3520 Fax: (855) 687-3696  
www.teleira.com

**Date:** March 17, 2015  
**Prepared by:** Tim Brunson  
**Contact Info:** 866-479-8379  
[tbrunson@teleira.com](mailto:tbrunson@teleira.com)

**Quote Prepared For:**  
Palm Springs Fire Department  
Anjila Lebsock  
300 North El Cielo Road  
Palm Springs, CA 92262

**This Quote expires on: June 15, 2015**

\*Pricing reflects competitive bid process through Riverside County in 2014 via RFP #HSARC-279

**Agreement Term:** 5 Years **Pmt Frequency:** Annual Payment

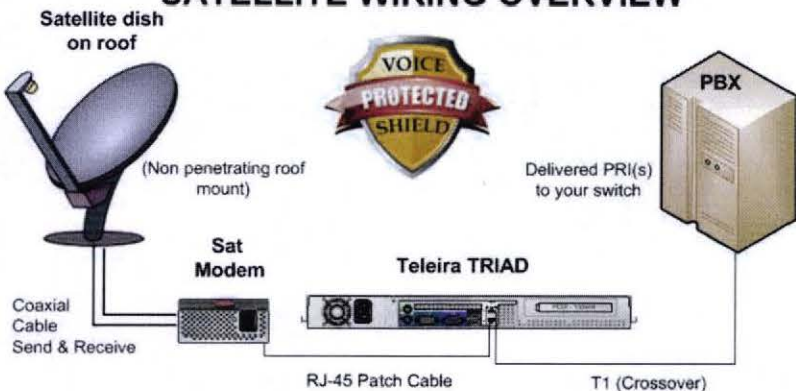
| Annual Charges*                          |      |          |                 |
|--|------|----------|-----------------|
|  | Qty  | Each     | Subtotal        |
| VoiceShield Satellit 1 PRI               | 1    | \$ 9,590 | \$ 9,590        |
| Minutes per month                        | 1000 | Included | \$ 0            |
| Access Numbers                           | 5    | Included | \$ 0            |
| Additional Access numbers                | 0    | \$ 60.00 | \$ 0            |
| VoiceShield™ Suite of Services           | 1    | Included | \$ 0            |
| Web Call Controller™ (Admin. Access)     | 1    | Included | \$ 0            |
| Toll Free # Recovery                     | 0    | \$ 0     | \$ 0            |
| Additional 12 month maintenance          | 0    | \$ 0     | \$ 0            |
| VoiceCast Emergency Notification System™ | 1    | Included | \$ 0            |
| Toll-Free Information Hotline(s)         | 1    | Included | \$ 0            |
| Additional Full-Scale Test(s)            | 1    | Included | \$ 0            |
| <b>Total:</b>                            |      |          | <b>\$ 9,590</b> |



| One-Time Charges                                 |     |          |                  |
|--|-----|----------|------------------|
|  | Qty | Each     | Subtotal         |
| Install, Set up and Training                     | 1   | \$ 2,500 | \$ 2,500         |
| 1.2m Dish (incl. 4W BUC, modem, NPRM)            | 1   | \$ 5,960 | \$ 5,960         |
| 1 PRI TRIAD                                      | 1   | \$ 3,865 | \$ 3,865         |
| De-icer 1.2M dish                                | 0   | \$ 0     | \$ 0             |
| Freight, on-site install, configuration, testing | 1   | \$ 2,100 | \$ 2,100         |
| <b>Total:</b>                                    |     |          | <b>\$ 14,425</b> |

\*\*Additional Minutes (domestic, includes long distance, including conferencing) billed at \$0.05 per minute  
2 Gb of monthly usage is included, overage is \$0.20 per Mb, billed by the satellite service provider

## SATELLITE WIRING OVERVIEW





# Teleira VoiceShield™ Agreement

| CUSTOMER INFORMATION         |  |                                   |
|------------------------------|--|-----------------------------------|
| Palm Springs Fire Department | Anjila Lebsock, Emergency Services Coordinator |                                   |
| Customer Name                | Contact Name and Title                         |                                   |
| 300 North El Cielo Road      | Palm Springs, CA 92262                         |                                   |
| Billing Address              | Billing City, State Zip                        |                                   |
| 760-323-8185                 | N/A  | anjila.lebsock@palmsprings-ca.gov |
| Contact Phone                | Contact Fax                                    | Contact Email                     |

| PAYMENT TERMS                    |   |
|----------------------------------|---|
| Term Agreement Length: 60 Months | Payments are made annually unless usage allowance is exceeded (see below) |

See Recurring and One-Time Charges (below). For payment details see page 2, Terms and Conditions.

| SERVICES                                 |      |          |                |  |     |         |         |
|--|------|----------|----------------|--|-----|---------|---------|
| Annual Recurring Charges                 |      |          |                | One-Time Charges   |     |         |         |
| Item                                     | Qty  | Price    | Total          | Item   | Qty | Price   | Total   |
| VoiceShield Satellite 1 PRI              | 1    | \$9,590  | \$9,590        | Install, Set up and Training   | 1   | \$2,500 | \$2,500 |
| Minutes per month                        | 1000 | Included | \$0            | 1.2m Dish (incl. 4W BUC, modem, NPRM)  | 1   | \$5,960 | \$5,960 |
| Access Numbers                           | 5    | Included | \$0            | 1 PRI TRIAD  | 1   | \$3,865 | \$3,865 |
| Additional Access numbers                | 0    | \$60     | \$0            | De-icer 1.2M dish  | 0   | \$1,750 | \$0     |
| VoiceShield™ Suite of Services           | 1    | Included | \$0            | Freight, on-site install, configuration, testing   | 1   | \$2,100 | \$2,100 |
| Web Call Controller™ (Admin. Access)     | 1    | Included | \$0            | <b>Total One-time Charges: \$14,425</b>  |     |         |         |
| Toll Free # Recovery                     | 0    | \$0      | \$0            | Equipment will be ordered from suppliers upon receipt of One-Time charges.   |     |         |         |
| Additional 12 month maintenance          | 0    | \$0      | \$0            | Monthly Usage Charges  |     |         |         |
| VoiceCast Emergency Notification System™ | 1    | Included | \$0            | Monthly Usage Charges only apply if minutes, text messages or satellite throughput are exceeded in any calendar month  |     |         |         |
| Toll-Free Information Hotline(s)         | 1    | Included | \$0            | <b>Minutes:</b> When the quantity of minutes listed above is exceeded in any calendar month, the Company has the right to bill you at \$0.05 per minute of excess. <b>Text messages:</b> The Company has the right to bill you \$0.05 per text message if/when you exceed 2,000 messages in a calendar month. <b>Satellite Usage:</b> Your service includes 2GB of satellite data throughput if that is exceeded you will be billed \$0.20 per MB for additional throughput. |     |         |         |
| Additional Full-Scale Test(s)            | 1    | Included | \$0            |  |     |         |         |
| <b>Total Annual Recurring Charges:</b>   |      |          | <b>\$9,590</b> |  |     |         |         |

\*First 12 month equipment maintenance is included with satellite service.

BY SIGNING BELOW, TELEIRA AND CUSTOMER AGREE TO ALL OF THE PROVISIONS OF THIS AGREEMENT AND TO THE "TELEIRA SERVICE AGREEMENT TERMS AND CONDITIONS" ATTACHED HERETO. THE START DATE OF THIS AGREEMENT IS THE DATE SIGNED BY CUSTOMER BELOW.

**SIGNED, CUSTOMER**

X  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Name/Title  
 \_\_\_\_\_  
 Date Signed

\*Pricing reflects competitive bid process through Riverside County in 2014 via RFP #HSARC-279

## Teleira Service Agreement Terms and Conditions

Teleira (hereinafter referred to as "Company") shall provide, and Customer above desires to purchase from Company, the Services selected in this Agreement and all applicable Addenda (collectively "Service") under the following terms and conditions:

**1. SERVICES.** Company will provide to Customer and Customer shall pay for the Services identified in the Services section on Page 1 (one) of this Agreement. The Services are provisioned by Company and/or through its applicable affiliates, subcontractors and vendors. Company reserves the right to unilaterally amend any or all terms and conditions in response to regulatory changes beyond the control of Company that materially alter the feasibility or economics of the Services provided. Services shall include use of any Equipment provided and Equipment is subject to original manufacturer warranty. All offers of Service may be subject to credit approval and may include Dun & Bradstreet reports and/or requesting Customer financial statements.

In many cases Company's Services require Customer to subscribe to certain call transferring and forwarding services or features from their phone service provider(s). Any costs associated with installing, activating, or utilizing features of Customer's phone service provider(s) or reprogramming Customer's equipment to make it compatible with Company-provided Service will be the responsibility of Customer.

**2. CHARGES AND PAYMENTS.** Company shall invoice Customer for Services in advance at the Payment Interval selected on Page 1 (one). Payment shall be due within thirty (30) days of invoice date (the "Due Date"). In the event payment is not received by the Due Date, Customer agrees to pay a late payment charge equal to the lesser of: (a) one and one-half percent (1.5%) per month compounded; or (b) the maximum amount allowed by applicable law as applied against the past due amounts. Payments received will be applied first to past due amounts then to late charges. All reasonable costs and expenses, including but not limited to attorneys' fees, expenses, court costs and service charges, incurred by Company in collecting payment will be an expense of and charged to Customer.

**3. TERM & TERMINATION.** The Term of this Agreement shall begin on the Start Date and continue for the Term Agreement Length on Page 1 (one). The Term will automatically renew for one year at the end of the current term unless Customer provides 30 days' advance written notice to Company. Customer or Company may terminate this Agreement for Cause (defined below) if written notice specifying the Cause for termination and requesting correction is given to the other party and the cause is not corrected within 30 days. Cause is any material breach of the terms of this Agreement. For payment of invoices, "Cause" shall mean Customer's failure to pay any invoice within thirty (30) days after the date of the invoice. If Company terminates this Agreement for Cause or Customer terminates this Agreement WITHOUT cause, Customer shall pay an early termination charge equal to 50% of the Recurring Charges multiplied by the number of months remaining in the Term.

**4. SERVICE SUSPENSION/MAINTENANCE.** Company may, from time to time, suspend Services for routine maintenance. Whenever possible Company will give Customer advance notification.

If Company provides any on-site equipment, that equipment will be covered by a 12 month warranty. After expiration of the equipment warranty, it will be the Customers responsibility, at that time, to pay for any equipment replacement, unless additional maintenance is purchased in the Services section on page 1 (one) of this Agreement.

**5. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES.** Customer acknowledges that availability of Services shall be on a first-come first-served basis and Company makes no representation or warranty with respect to the availability of Services at any particular time. Company shall not under any circumstance be liable to Customer for any lack of availability. COMPANY SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT. In no event shall Company be liable for the acts, omissions, or delays imposed by third-party vendors insofar as Company has made reasonable efforts to obtain the necessary services on a timely basis. IN NO EVENT SHALL COMPANY BE LIABLE FOR THE ACTS, OMISSIONS, AND/OR DELAYS CAUSED BY THE INABILITY OF CUSTOMER'S TELEPHONE PROVIDER/CARRIER TO FORWARD/TRANSFER CALLS. Any Company liability to Customer for damages of any kind under this Agreement shall not exceed, in amount, a sum equivalent to the applicable out-of-service credit. Remedies under this Agreement are exclusive and limited to those expressly described herein. THERE ARE NO WARRANTIES; EXPRESS OR IMPLIED AS TO ANY COMPANY SERVICES, RELATED PRODUCTS, EQUIPMENT, SOFTWARE OR DOCUMENTATION. COMPANY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.

**6. ASSIGNMENT.** Customer may assign this Agreement with the prior written consent of Company, which consent shall not be unreasonably withheld or delayed.

**7. SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect, and such provision will be deemed to be amended to the minimum extent necessary to render it enforceable.

**8. FORCE MAJEURE.** If performance by Company of any obligation under this agreement is prevented, restricted or interfered with by causes including without limitation, failure or malfunction of Customer-supplied equipment, acts of God, explosions, vandalism, cable cut, storms, fires, floods or other catastrophes, power failure, national emergencies, insurrections, riots, wars, strike, lockouts, boycotts, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority, then Company shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference.

**9. PRIVACY POLICY.** The parties agree that each shall hold as secret and confidential any information belonging or relating to the other party to the extent permitted by law. Company also agrees it shall not use any of Customer's information for any purpose outside the scope of services identified by Customer. This Section shall survive termination of this agreement and continue in perpetuity, and may only be amended, modified or superseded by a written agreement by and between the parties hereto.

**10. ADDITIONAL PROVISIONS.** The parties agree that a digitized (electronic) copy of the executed Agreement shall be the same as an original copy. In addition to any provisions that by their nature would survive, Section 6 shall survive termination, cancellation or expiration of this Agreement.

**11. GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement and all rights hereunder or related in any way hereto shall be governed and construed by the laws of the State of Utah and it is further agreed that venue and jurisdiction for any disputes, claims or damages shall reside solely within this state.

006