



Item A1

Travis County Commissioners Court Agenda Request

Meeting Date: 2/19/2013, 9:00 AM, Voting Session
Prepared By: Jesse Herrera, Purchasing,
Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent
Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on Memorandum of Understanding with Texas A&M Forest Services to provide Travis County with National Environmental Satellite Data Information Service identification numbers (NESDIS ID#'s) and Geostationary Operational Environmental Satellite (GOES) channel assignments to transmit weather data, gathered by Remote Automated Weather Stations (RAWS), through the GOES satellite system.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: *NOT APPLICABLE*

REQUIRED AUTHORIZATIONS:

Purchasing	Bonnie Floyd	Completed	02/15/2013 10:47 AM
Purchasing	Cyd Grimes	Completed	02/15/2013 11:55 AM
Purchasing Admin Support Group	Patricia Estrada	Completed	02/15/2013 12:00 PM
Commissioners Court	Gillian Porter	Pending	



Travis County Commissioners Court Agenda Request

Meeting Date: February 19, 2013

Prepared By/Phone Number: Jesse Herrera, 512-854-1184

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Consider and take appropriate action on Memorandum of Understanding with Texas A&M Forest Services to provide Travis County with National Environmental Satellite Data Information Service identification numbers (NESDIS ID#'s) and Geostationary Operational Environmental Satellite (GOES) channel assignments to transmit weather data, gathered by Remote Automated Weather Stations (RAWS), through the GOES satellite system.

- **Purchasing Recommendation and Comments:** Purchasing concurs and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

Travis County Emergency Management needs to obtain NESDIS ID's for the weather stations so they can receive satellite information from Nationals Fire Weather database.

Approval of this MOU will allow services to run for a one year period beginning February 19, 2013 through February 18, 2014.

- **Contract-Related Information:**

Award Amount: \$1,900.00 Annually

Contract Type:

Contract Period: February 19, 2013 through February 18, 2014

APPROVED () DISAPPROVED ()

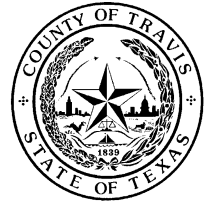
BY COMMISSIONERS COURT ON

(DATE)

(COUNTY JUDGE)

CONTRACT

AWARD



TRAVIS COUNTY

PURCHASING OFFICE

700 LAVACA STREET, SUITE 800

AUSTIN, TEXAS 78701

THIS CONTRACT IS ENTERED INTO BETWEEN TRAVIS COUNTY AND THE CONTRACTOR NAMED BELOW, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CHAPTER 262 OR 271, IN ACCORDANCE WITH THE REFERENCED SOLICITATION.

CONTRACT NO: 4400001345		SOLICITATION NO: 02072013-JH	DATED: February 12, 2013
CONTRACT AMOUNT: \$1,900.00		DELIVERY DATE OR TERM OF CONTRACT: February 19, 2013 – February 18, 2014	
CONTRACTOR: 1000003532	CODE: 1000003532		

AWARDED AS TO ITEM(S):

Forest Technology Systems Ltd.

1065 Henry Eng Place,

Victoria, BC Canada V9B 6B2

ATTN: Rick White

Emergency Replacement Sensors

REMARKS

Scope of Contract: The contractor shall provide Emergency Replacement Sensors, in accordance with the Terms, Conditions and Specifications of the contract.

THIS CONTRACT ISSUED PURSUANT TO AWARD MADE BY COMMISSIONERS COURT ON February 19, 2013

CYD V. GRIMES, C.P.M., CPPO

DATE

COUNTY PURCHASING AGENT

MEMORANDUM OF UNDERSTANDING

between the

Texas A&M Forest Service

and

Travis County, Texas

This agreement is made and entered into by and between the Texas A&M Forest Service, a member of The Texas A&M University System and an agency of the state of Texas, (hereinafter referred to as TFS) and Travis County, Texas located at Austin, Texas, (hereinafter referred to as COOPERATOR).

WHEREAS:

1. TFS has been authorized by the National Oceanic & Atmospheric Administration (NOAA) to possess National Environmental Satellite Data Information Service identification numbers (NESDIS ID#'s) and Geostationary Operational Environmental Satellite (GOES) channel assignments to transmit weather data, gathered by Remote Automated Weather Stations (RAWS), through the GOES satellite system;
2. COOPERATOR currently operates two RAWS to gather weather data in carrying out its statutory mission.
3. COOPERATOR has asked TFS for assistance in obtaining a NESDIS ID #'s and GOES channel assignments for use with its RAWS.

NOW, THEREFORE, in consideration of the mutual benefits to each party hereto, the parties agree as follows:

1. TFS shall make application to NOAA to obtain the necessary NESDIS ID#'s and GOES channel assignments. .
2. COOPERATOR agrees to insure that annual maintenance is performed on the RAWS in accordance with National Fire Danger Rating System standards. Annual maintenance must be performed in order for COOPERATOR to keep its NESDIS ID#'s and GOES channel assignments. Failure to perform annual maintenance will result in a loss of GOES satellite privileges.
3. The points of contact for the agreement shall be:

TFS
Texas A&M Forest Service
Mike Dunivan
Predictive Services
15110 Jones Maltsberger, Suite 101
San Antonio, TX 78247
210-494-4631

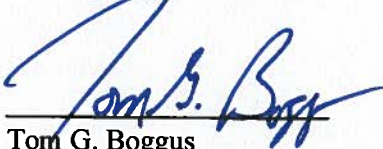
COOPERATOR
Travis County, Texas
Cyd Grimes, C.P.M., CPPO
Purchasing Office
700 Lavaca Street, Suite 800
Austin, Texas 78701

& Pete Baldwin
Emergency Management
P.O. Box 1748
Austin, Texas 78767
512 974-0472

4. Terms of this agreement are governed by the laws of the state of Texas. This is the entire agreement and there is no other agreement.
5. This agreement is for the term of five years from the date of the final signature on this agreement unless terminated earlier.
6. This agreement may be terminated by either party upon thirty (30) days' notice.
7. This agreement may be revised or modified at any time by mutual written agreement of the parties hereto.

THE UNDERSIGNED accept and agree to implement the responsibilities detailed in this Memorandum of Understanding. In witness whereof, the parties, hereto, have executed this agreement:

Texas A&M Forest Service

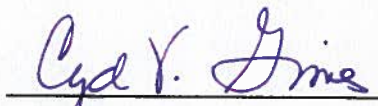


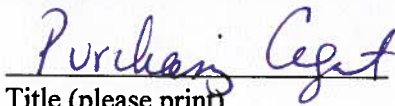
Tom G. Boggus

Director and State Forester

12-18-12
Date

Travis County, Texas (COOPERATOR)


Signature


Title (please print)

2/13/13
Date



December 20, 2012

County of Travis
ATTN: Pete Baldwin
P.O. Box 1748
Austin, TX 78767

Dear Mr. Baldwin:

Enclosed are two MOU originals between TFS and Travis County. Please obtain the appropriate signatures and return one fully executed original to me. Please give me a call if you have questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Smith", written in a cursive style.

Terry Smith
Contracts Officer

ts
Enclosure



Factory Exchange Service (FES) Maintenance Agreement

FTS Forest Technology Systems Ltd.
1065 Henry Eng Place, Victoria, BC V9B 6B2
Phone: 1-800-548-4264 Fax: 1-800-905-7004
Email: service@ftsinc.com
Web: www.ftsinc.com

Key Elements of the FES Maintenance Agreement

NWCG/NFDRS Weather Station Standards

This contract complies with the NWCG Sensor & Data requirements as detailed in the current version of the Wildland Fire Weather Station Standards & Guidelines.

- ✓ The Factory Exchange Service Maintenance Agreement is predicated on providing FTS RAWS station customers with an annual sensor exchange program thus ensuring that their fire weather stations are maintained in the best operational condition.
- ✓ FTS will work with the customer to co-ordinate scheduling of the sensor exchange program.
- ✓ FTS will maintain records that identify past sensor exchange activity and future exchange requirements.
- ✓ FTS will attempt to provide emergency replacement sensors if a sensor breaks down during the Agreement year.
- ✓ FTS will provide unlimited telephone support to the customer.

Agreement Details

A) Overview & Inclusions of the FES Maintenance Agreement

Customers taking advantage of the FES Maintenance Agreement will exchange certain weather station sensors with replacement sensors supplied by FTS. A station's sensors must meet the current NWCG sensor & data requirements at the outset of the contract agreement period.

FTS will maintain a record for each station to identify those sensors that require exchange in any given year.

Shipment of the exchange sensors to the customer will be at a pre-arranged schedule, managed by the FTS Service Department.

Weather station sensors pertaining to this Agreement include:

- Wind Speed
- Wind Direction
- Temperature / Humidity
- Rain Gauge
- Solar Radiation
- Fuel Stick

Warranty Coverage

All station's sensors, regardless of whether or not they were exchanged during the agreement period, will carry a (12) month warranty as long as a valid FES Agreement is in force ... *refer to Section B for Exclusions.*

To ensure continuous warranty coverage, the FES Agreement must be renewed on an ongoing, annual basis.

Emergency Replacement Sensors

If a sensor is deemed to be defective during the agreement period, FTS will attempt to supply an emergency replacement sensor.

Note: While every effort will be made to ensure an adequate supply of replacement sensors, some sensors may not always be available during seasonal peak demand periods. If a sensor is not available, the customer must return the defective sensor to FTS for high-priority repair.

Record Keeping and Reporting

FTS will maintain a record of past sensor exchanges and future exchange requirements for each station. FTS will also provide a listing of this record to the customer upon shipment of the exchange sensors.

Customer Support

Customers who experience problems with their weather station can contact FTS Technical Support for assistance at 1-800-548-4264, Monday – Friday, 7:00 am to 4:30 pm (PST).

Upgrades

If required, or as recommended by FTS on a case-by-case basis, FTS will arrange with the customer to provide upgrades for station equipment such as dataloggers, GOES transmitters ... etc.

B) Exclusions from the FES Maintenance Agreement

1. Other weather station sensors or equipment not listed in Section A, such as soil moisture, soil temperature, visibility and components such as dataloggers, communications equipment (radio, telephone, cellular or satellite transmitter devices), solar panels, batteries, mast, towers, guy wires etc, are not part of the Exchange Agreement refurbishment unless specifically discussed with FTS in advance. Such items if and when returned to FTS for refurbishment will be charged for in accordance with factory service rates in force at that time.
2. Any returned sensor, which in the reasonable opinion of FTS Service has been improperly treated, or where attempts have been made to repair, maintain, or modify the equipment by non-FTS personnel, or where the cause of the malfunction or damage is due to vandalism, wildlife damage, or an act of nature, or extreme and adverse site conditions, or some other force beyond the control of FTS or the customer (including *lightning*).
3. Any returned sensor, which in the reasonable opinion of FTS Service, cannot be refurbished to a level that meets the current NWCG sensor & data requirement. Equipment of this type includes, but is not limited to: obsolete equipment and equipment that is badly damaged or worn out.
4. Any sensor that has suffered damage or malfunction due to any relocation, replacement or modification; or from adding or removing accessories, attachments or other devices, unless designated and/or agreed to beforehand, by FTS in writing.
5. Damage to goods caused during shipping to or from the FTS factory.

C) Pricing Information

FES Maintenance Agreement Price: U.S. \$950.00 per station, plus shipping

FTS will invoice the customer for the amount shown above, immediately after shipment of the exchange sensors from FTS to the customer.

Payment for the Agreement can be via Purchase Order, Visa or Mastercard.

Shipping Charges

The customer is responsible for shipping charges for any and all station sensors, including emergency replacement sensors, to and from FTS (Blaine, WA).

Additional Charges

The customer's used sensors must be received at FTS within 30 days from the date the exchange sensors were shipped from FTS. Customers who fail to return their used sensors within 30 days will be invoiced for the new value of the exchange sensors plus shipping; This condition also applies to the return of defective sensors that have been swapped with emergency replacement sensors.

Customers may also be invoiced for any equipment items as per the criteria identified in Section B, Exclusions from the FES Maintenance Agreement.

Price Changes

FTS reserves the right to change the price of the Factory Exchange Service Maintenance Agreement anytime, however, any price change will not be passed along to the customer during an Agreement period already in effect. The change will take place upon Agreement renewal. Customers will be notified at the time of agreement renewal, of any price changes.

D) Procedures

1. Agreement Startup

To start the FES Maintenance Agreement, customers must complete the Start Up form and mail or fax it to the FTS Service Department. (Start Up form on last page).

Customers must also indicate a Purchase Order or credit card information on the start-up form. The Agreement will not be activated without this payment information and no service work will take place until this information is received.

2. Scheduling and Shipment of Exchange Sensors

Upon receipt of the completed Start Up form, the FTS Service Department will contact the station's Point of Contact (POC) person to coordinate the scheduling and shipment of the exchange sensors.

FTS will issue a Return Materials Authorization (RMA) Number for the return of the customer's used sensors and will include a RMA Tracker form along with the shipment.

3. Sensor Exchange and Return of Used Sensors

Upon arrival of the exchange sensors from FTS, the customer is to swap-out the station's used sensors and return these sensors to FTS. **The used sensors must arrive at FTS within 30 days from the date the exchange sensors were shipped from FTS, or additional charges will apply (refer to Section C).*

Customers are required to fill out the RMA Tracker form and include it with the shipment of used sensors to FTS. The completion of the form is necessary to ensure correct billing and warranty status. Customers are also required to write the RMA Number (as indicated on the Tracker form) on the outside of each box in the shipment.

Shipping Address for US Customers:

FTS FOREST TECHNOLOGY SYSTEMS LTD.
1124 Fir Avenue
Blaine, WA 98230
Attention: Service Department
1-800-548-4264

4. Used Sensor Inspection

Upon reception of the used sensors at FTS, FTS Service will inspect the sensors for signs of damage, suitability of refurbishment and other problems as identified in Section B, Exclusions from the FES Maintenance Agreement. If a problem is identified, FTS will contact the station's Point of Contact person to resolve the issue.

5. Agreement Renewal

Prior to the expiration of the 12-month agreement period, customer's who wish to renew their FES Agreement are required to contact the FTS Service Department.

E) Disclaimers

FTS is not liable for any consequential damage due to malfunction and/or failure of equipment covered by this Agreement. This includes, but is not limited to, loss of life, loss of property or other associated costs.

FTS is committing its services to perform the work outlined in this contract, as well as to extend the warranty on customer equipment for the length of the contract. If equipment is not serviced at the discretion of the customer, up to 50% of the unused funds may be credited towards future service work or contracts at the discretion of FTS.



Start-up Form for Factory Exchange Service Agreement

To start your FES Maintenance Agreement, simply fill in this form and fax or mail it to the FTS Service Department. **Payment information must be provided before the Agreement will be activated.** FTS will then call each Point of Contact person to arrange for shipment of exchange sensors.

Organization Name: TRAVIS County

Billing Information:

Street Address: P.O. Box 1748

City: Austin State: Tx Zip: 78767

Billing Contact Name: Pete Baldwin

Phone: 512-974-0472 Fax: 512-974-0499 Email: pete.baldwin@co.travis.tx.us

Payment: Purchase Order #: _____

Visa MasterCard

Card#: _____ Name: _____ Exp: _____

Name of Station(s) to be covered by Agreement (attach additional sheets/documentation as needed)	Requested Delivery Date	Point of Contact Person for Station	POC Phone #
1. <u>TRAVIS East 6011 BLUE BUFF RD</u>		<u>Pete Baldwin</u>	<u>512-974-0472</u>
2. <u>COORDINATES 30.265215/97.6453952</u>			
3.			
4. <u>TRAVIS West 4401 1/2 WYDWOOD RD</u>			
5. <u>COORDINATES 30.176769/97.874710</u>		<u>PETE BALDWIN</u>	<u>512-974-0472</u>

By signing this form:

- I understand that our Organization will be billed U.S. \$950.00, per station, plus shipping at the time the exchange sensors are shipped to our Organization from FTS Forest Technology Systems Ltd.
- I understand that our Organization is responsible for any and all shipping charges to and from FTS Forest Technology Systems Ltd.
- I understand that our Organization may be required to reimburse FTS Forest Technology Systems Ltd. for the value of the used sensors returned to FTS that cannot be refurbished to the current NWCG sensor & data requirements standard.
- I understand that our Organization must return our used sensors to FTS Forest Technology Systems Ltd. within 30 days from the date the exchange sensors were shipped from FTS. I further understand that failure to return the used sensors within 30 days will result in a bill from FTS to our Organization requiring full reimbursement of the new value of the exchange sensors plus shipping.

Authorized Name: Cyd V. Grimes Date: 2/13/13

*Authorized Signature: Cyd V. Grimes

*Authorized signature must have spending authority for the organization.

Send this completed form to: FTS Forest Technology Systems Ltd. Phone: 1-800-548-4264
 1065 Henry Eng Place Fax: 1-800-905-7004
 Victoria, BC Canada V9B 6B2 Email: service@ftsinc.com