

39214

March 25, 2014

TO: Board of Acquisition and Contract

FROM: Jay T. Pisco, P.E.
Commissioner of Public Works and Transportation

John B. McCaffrey
Chief Information Officer

RE: Authority to 1) rescind a Resolution approved on December 19, 2013 authorizing an agreement with ACS Transport Solutions, Inc. to upgrade software for the computer-aided dispatch and automatic vehicle location system for the County's Bee-Line Bus System; and 2) Authority to amend Agreement No. DOTCAF06-02A with ACS Transport Solutions, Inc. for the implementation of a computer-aided dispatch and automatic vehicle location system for the County's Bee-Line Bus System, to change the name of the consultant from ACS Transport Solutions, Inc. to Xerox Transport Solutions, Inc., to provide for upgraded software for the computer-aided dispatch and automatic vehicle location system, to increase the fee by \$1,266,497.21 to a new amount not to exceed \$12,147,791.21, payable pursuant to an approved budget, to provide that the consultant provide a separate Performance Bond for the total amount of this Fifth Amendment, and to provide that one percent (1%) retainage shall be held based on the payments due for this Fifth Amendment.

On December 19, 2013, your Honorable Board authorized the County of Westchester (the "County") to enter into an agreement with ACS Transport Solutions, Inc. ("ACS") to upgrade software for the computer-aided dispatch and automatic vehicle location system for the County's Bee-Line Bus System, for a term from January 1, 2014 through March 31, 2015 for an amount not to exceed \$1,236,040.72, pursuant to an approved budget and subject to County budget appropriations. It was subsequently determined by the Department of Public Works and Transportation and the Department of Information Technology that these services should be performed through an amendment to an existing agreement with ACS rather than enter into a new agreement.

On June 15, 2006, your Honorable Board authorized the County to enter into an agreement with Orbital Sciences Corporation ("Orbital") for the implementation of a computer-aided dispatch and automatic vehicle location system for the County's Bee-Line Bus System. The agreement, dated August 7, 2006, was subsequently executed with a term commencing on August 7, 2006 and terminating on August 7, 2011. Under the agreement, the County was to pay Orbital an amount not to exceed \$9,737,236.00 pursuant to an approved budget. Included in the price was two (2) years and four (4) months for the installation, testing and acceptance, and a one (1) year warranty period with five (5) years of maintenance commencing at the end of the warranty period.

On May 15, 2008, your Honorable Board authorized the County to consent to the assignment of the agreement from Orbital to Affiliated Computer Services, Inc., which had purchased the Orbital operation. No other changes were made to the agreement.

On January 22, 2009, your Honorable Board authorized the County to amend the agreement to expand the scope of services and increase the fee by \$1,146,955.00 to an amended amount not to exceed \$10,884,191.00.

On June 11, 2009, your Honorable Board authorized the County to consent to the assignment of the agreement from Affiliated Computer Services, Inc. to its wholly owned subsidiary, ACS Transport Solutions, Inc. ("ACS").

On September 10, 2010, your Honorable Board approved Pinnacle Wireless, Inc. as a subcontractor to ACS Transport Solutions, Inc. to provide maintenance for the Transit Communication System.

On July 25, 2011, the Commissioner of Public Works and Transportation notified ACS of a reduction in the services and a reduction in the contract value by \$2,897.00 to a new amount not to exceed \$10,881,294.00.

On March 1, 2012, your Honorable Board authorized the County to amend the agreement to extend the termination date for an additional seven (7) years through August 7, 2018, at no additional cost to the County.

ACS recently notified the County that its name changed to Xerox Transport Solutions, Inc. Therefore, authority of your Honorable Board is requested to amend the existing Agreement to reflect the correct name of the consultant.

Authority is also requested that the agreement be further amended to provide for upgraded software for the computer-aided dispatch and automatic vehicle location system and to increase the fee by \$1,266,497.21 to a new amount not to exceed \$12,147,791.21, payable pursuant to an approved budget. It is also necessary to rescind the December 19, 2013 Resolution.

Authority is also requested that Section 3.4 of the Agreement be amended to provide that the consultant shall provide a separate Performance Bond for the total value of this Fifth Amendment. Such Bond shall be released upon final acceptance as referenced in Section 3.15 of the Agreement. The existing Performance Bond shall not be affected by this Fifth Amendment and shall be retained in full force as specified in the Agreement.

Authority is also requested that Section 2.5 of the Agreement be amended to provide that one percent (1%) retainage shall be held based on the payments due for this Fifth Amendment but the retainage related to this Fifth Amendment shall be released upon the County's final acceptance of the deliverables referenced as per the Statement of Work. The retained amounts under the Base Contract shall not be affected by this Fifth Amendment and shall be retained in full force as specified in the Agreement.

The goal and objective of this proposed amendment is to upgrade the current system in order to continue to operate the computer-aided dispatch and automatic vehicle location system and to provide the County with full operational capacity on all Bee-Line buses operating in all parts of the County in a timely manner. When completed, this upgrade will allow the County to continue to directly improve bus service within the County by providing real-time management of bus service, including on-time performance management, automated on-board stop announcements, and congestion and accident avoidance dispatching.

This project is actively being monitored and controlled by Department of Public Works and Transportation personnel.

Your approval of the attached Resolution is respectfully requested.

RESOLUTION

Upon a communication from the Commissioner of Public Works and Transportation and the Chief Information Officer, be it hereby:

RESOLVED, that the Resolution approved on December 19, 2013 authorizing an agreement with ACS Transport Solutions, Inc. to upgrade the software for the computer-aided dispatch and automatic vehicle location system for the County's Bee-Line Bus System is hereby rescinded; and be it further

RESOLVED, that the County of Westchester (the "County") is hereby authorized to amend Agreement No. DOTCAP06-02A with ACS Transport Solutions, Inc., 7160 Riverwood Drive, Columbia, Maryland 21046, to change the name of the consultant to Xerox Transport Solutions, Inc.; and be it further

RESOLVED, that the County is hereby authorized to amend Agreement No. DOTCAP06-02A with Xerox Transport Solutions, Inc. for the implementation of a computer-aided dispatch and automatic vehicle location system for the County's Bee-Line Bus System in order to provide for upgraded software for the computer-aided dispatch and automatic vehicle location system and to increase the fee by \$1,266,497.21 to a new amount not to exceed \$12,147,791.21, payable pursuant to an approved budget; and be it further

RESOLVED, that Section 3.4 of the Agreement be amended to provide that the consultant shall provide a separate Performance Bond for the total value of this Fifth Amendment. Such Bond shall be released upon final acceptance as referenced in Section 3.15 of the Agreement. The existing Performance Bond shall not be affected by this Fifth Amendment and shall be retained in full force as specified in the Agreement; and be it further

RESOLVED, that Section 2.5 of the Agreement be amended to provide that one percent (1%) retainage shall be held based on the payments due for this Fifth Amendment but the retainage related to this Fifth Amendment shall be released upon the County's final acceptance of the deliverables referenced as per the Statement of Work. The retained amounts under the Base Contract shall not be affected by this Fifth Amendment and shall be retained in full force as specified in the Agreement; and be it further

RESOLVED, that all other terms and conditions of the agreement shall remain the same; and be it further

RESOLUTION

RESOLVED, that the County Executive or his authorized designee is hereby authorized to execute all instruments necessary to implement this Resolution.

Original Agreement:	\$ 9,737,236.00	
First Amendment:	\$ 0.00	<i>(Assignment of Agreement Only)</i>
Second Amendment:	\$ 1,146,955.00	
Third Amendment:	\$ 0.00	<i>(Assignment of Agreement Only)</i>
Change Order:	\$ (2,897.00)	<i>(Reduction in Services and Contract Value)</i>
Fourth Amendment:	\$ 0.00	<i>(Extension of Term Only)</i>
This Amendment:	<u>\$ 1,266,497.21</u>	
Total:	\$12,147,791.21	

Agreement No. DOTCAP06-02A

Account to be Charged/credited	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
	365	44	T005301S	6190		\$1,266,497.21

Budget Funding Year(s) 2014 Start Date April 1, 2014 End Date August 7, 2018
 (must match resolution)

Funding Source	Tax Dollars	_____
	State Aid	<u>100% State Aid</u>
	Federal Aid	_____
<u>\$1,266,497.21</u> (must match resolution)	Other	_____