

72572

DATE: November 12, 2019

TO: Board of Acquisition and Contract

FROM: Marguerite Beirne  
Chief Information Officer

RE: AUTHORITY FOR THE COUNTY OF WESTCHESTER TO AMEND AN AGREEMENT (IT-1300) WITH CAROUSEL INDUSTRIES OF NORTH AMERICA, INC., FOR THE PROVISION OF MAINTENANCE SERVICES NECESSARY FOR THE OPERATION OF THE COUNTY'S ENHANCED 911 SYSTEM, BY, A.) EXTENDING THE TERM OF THE AGREEMENT BY ONE YEAR, TO A NEW TERMINATION DATE OF JANUARY 9, 2021, AND B.) INCREASING THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT BY \$533,510.11, TO A NEW TOTAL NOT-TO-EXCEED AMOUNT OF \$6,208,487.99, TO PAY FOR SERVICES TO BE PROVIDED DURING THE EXTENDED TERM.

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BACKGROUND:

- By a resolution approved on January 17, 2013, your Honorable Board authorized the County of Westchester (the "County") to enter into an agreement (IT-1300) with Carousel Industries of North America, Inc. ("Carousel"), pursuant to which Carousel was to provide maintenance for all of the Customer Premise Equipment ("CPE") that is part of each Public Safety Answering Point ("PSAP"), as well as for the overall Cassidian System, in the County's Enhanced 911 system (the "Maintenance Services"), for the period from January 10, 2013 through January 9, 2014, for a total amount not to exceed \$930,912.00, payable in two (2) bi-annual payments, at rates not-to-exceed those specified in Carousel's New York State Office of General Services Contract Number PT64255 ("NYS OGS PT64255"). IT-1300 was subsequently executed.
- By a resolution approved on February 27, 2014, your Honorable Board authorized the County to amend IT-1300 by, a.) extending the term of IT-1300 by six months, to a new termination date of July 9, 2014, and b.) increasing the not-to-exceed amount of IT-1300 by \$450,657.00, to a new total not-to-exceed amount of \$1,381,569.00, to pay for services to be provided during the extended term (the "First Amendment"). The First Amendment was subsequently executed.
- By a resolution approved on October 23, 2014, your Honorable Board authorized the County to amend IT-1300, as amended by the First Amendment, by, a.) extending the term of IT-1300, as amended by the First Amendment, by twelve months, to a new termination date of

July 9, 2015, and b.) increasing the not-to-exceed amount of IT-1300, as amended by the First Amendment, by \$1,025,076.03, to a new total not-to-exceed amount of \$2,406,645.03, to pay for services to be provided during the extended term (the "Second Amendment"). The Second Amendment was subsequently executed.

- By a resolution approved on August 19, 2015, your Honorable Board authorized the County to amend IT-1300, as amended by the First Amendment and the Second Amendment, by, a.) extending the term of IT-1300, as amended by the First Amendment and the Second Amendment, by six months, to a new termination date of January 9, 2016, and b.) increasing the not-to-exceed amount of IT-1300, as amended by the First Amendment and the Second Amendment, by \$490,594.00, to a new total not-to-exceed amount of \$2,897,239.03, to pay for services to be provided during the extended term (the "Third Amendment"). The Third Amendment was subsequently executed.
- By a resolution approved on December 10, 2015, your Honorable Board authorized the County to amend IT-1300, as amended by the First Amendment, the Second Amendment, and the Third Amendment, by, a.) extending the term of IT-1300, as amended by the First Amendment, the Second Amendment, and the Third Amendment, by twelve months, to a new termination date of January 9, 2017, and b.) increasing the not-to-exceed amount of IT-1300, as amended by the First Amendment, the Second Amendment, and the Third Amendment, by \$925,821.50, to a new total not-to-exceed amount of \$3,823,060.53, to pay for services to be provided during the extended term (the "Fourth Amendment"). The Fourth Amendment was subsequently executed.
- By a resolution approved on November 17, 2016, your Honorable Board authorized the County to amend IT-1300, as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, by, a.) extending the term of IT-1300, as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, by twelve months, to a new termination date of January 9, 2018, and b.) increasing the not-to-exceed amount of IT-1300, as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, by \$916,717.00, to a new total not-to-exceed amount of \$4,739,777.63, to pay for services to be provided during the extended term (the "Fifth Amendment"). The Fifth Amendment was subsequently executed.
- By a resolution approved on February 15, 2018, your Honorable Board authorized the County to amend IT-1300, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment, by, a.) extending the term of IT-1300, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment, by twelve months, to a new termination date of January 9, 2019, and b.) increasing the not-to-exceed amount of IT-1300, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment, by \$501,339.80, from an amount not-to-exceed \$4,739,777.63 to a new total not-to-exceed amount of \$5,241,117.43, to pay for services to be provided during the extended term (the "Sixth Amendment"). The Sixth Amendment was subsequently executed.
- By a resolution approved on December 13, 2018, your Honorable Board authorized the County to amend IT-1300, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth

Amendment, by, a.) extending the term of IT-1300, as amended, by one year, to a new termination date of January 9, 2020, and b.) increasing the not-to-exceed amount of IT-1300, as amended, by \$433,860.45, from an amount not-to-exceed \$5,241,117.43 to a new total not-to-exceed amount of \$5,674,977.88, to pay for services to be provided during the extended term (the "Seventh Amendment"). The Seventh Amendment was subsequently executed.

- The Department of Information Technology (the "Department") continues to require the Maintenance Services in order to preserve stability for all the CPE that is part of each PSAP in the County's Enhanced 911 system, as well as for the County's overall Cassidian System.
- Accordingly, the Department now requests authority from your Honorable Board for the County to amend IT-1300, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the Seventh Amendment ("IT-1300, as amended") by, a.) extending the term of IT-1300, as amended, by one year, to a new termination date of January 9, 2021, and b.) increasing the not-to-exceed amount of IT-1300, as amended, by \$533,510.11, from an amount not-to-exceed \$5,674,977.88 to a new total not-to-exceed amount of \$6,208,487.99, to pay for services to be provided during the extended term (the "Eighth Amendment"). Under the Eighth Amendment, the County shall prepay to Carousel \$383,206.11 and shall pay to Carousel \$150,304.00 in equal quarterly payments of \$37,576.00.
- For the services to be provided during the extended term, the County shall pay Carousel at rates not-to-exceed those specified in NYS OGS PT64255.
- Except as specifically described above, all terms and conditions of IT-1300, as amended, shall remain in full force and effect.
- The proposed Eighth Amendment will serve a public purpose by ensuring that the County has the maintenance services necessary to facilitate the proper functioning of its Enhanced 911 system.
- The goal and objective of the proposed Eighth Amendment is to provide for the safety and security of the County's residents by ensuring that the County has the maintenance services necessary to allow its Enhanced 911 system to continue to provide reliable service for residents of Westchester County, twenty-four hours per day, seven days per week.
- The goal and objective of the proposed Eighth Amendment is in the best interests of the County in terms of safety and security, as a properly-maintained Enhanced 911 system is necessary to allow the County to continue to reliably operate that critical public safety system.
- The goal and objective of the proposed Eighth Amendment will be tracked and monitored by the staff of the Department.
- IT-1300, and the first five (5) amendments thereto, were all exempt from the County's Procurement Policy pursuant to Section 3(a)(i) thereof, based on the County's use of NYS OGS PT64255 as the basis for each procurement. NYS OGS PT64255 was terminated by the New York State Office of General Services as of November 30, 2017. Carousel agreed to honor the pricing and other terms of NYS OGS PT64255 for the purposes of the Sixth

Amendment and the Seventh Amendment, and has once again agreed to honor said pricing and other terms for the purposes of the proposed Eighth Amendment. However, NYS OGS PT64255 cannot be used as the basis for the procurement of the proposed Eighth Amendment. Therefore, authority to instead exempt the proposed Eighth Amendment from the requirements of the County's Procurement Policy, pursuant to Section 3(a)(xxi) thereof—as was done for the Sixth Amendment and the Seventh Amendment—has been submitted to your Honorable Board in accordance with a separate resolution of even date herewith.

**ACTION REQUESTED:**

Authority to amend IT-1300, as amended, by, a.) extending the term of IT-1300, as amended, by one year, to a new termination date of January 9, 2021, and b.) increasing the not-to-exceed amount of IT-1300, as amended, by \$533,510.11, from an amount not-to-exceed \$5,674,977.88 to a new total not-to-exceed amount of \$6,208,487.99, to pay for services to be provided during the extended term, with \$383,206.11 of said increase prepaid and \$150,304.00 of said increase paid in equal quarterly payments of \$37,576.00.

The attached resolution is submitted for your consideration.

MB/SF/bdm/nn

APPROVED BOARD OF ACQUISITION & CONTRACT ADMINISTRATION  
LISA M. HARRIS, COUNTY CLERK

## RESOLUTION

UPON A COMMUNICATION FROM THE CHIEF INFORMATION OFFICER,  
DEPARTMENT OF INFORMATION TECHNOLOGY, BE IT HEREBY

**RESOLVED**, that the County of Westchester (the "County") is hereby authorized to amend an agreement ("IT-1300") with Carousel Industries of North America, Inc. ("Carousel"), pursuant to which Carousel was to provide maintenance for all of the Customer Premise Equipment that is part of each Public Safety Answering Point, as well as for the overall Cassidian System, in the County's Enhanced 911 system, for the period from January 10, 2013 through January 9, 2020, for a total amount not to exceed \$5,674,977.88, payable at rates not-to-exceed those specified in Carousel's New York State Office of General Services Contract Number PT64255 ("NYS OGS PT64255"), by, a.) extending the term of IT-1300 by one year, to a new termination date of January 9, 2021, and b.) increasing the not-to-exceed amount of IT-1300 by \$533,510.11, from an amount not-to-exceed \$5,674,977.88 to a new total not-to-exceed amount of \$6,208,487.99 to pay for services to be provided during the extended term; and be it further

**RESOLVED**, that for the services to be provided during the extended term, the County shall pay Carousel at rates not-to-exceed those specified in NYS OGS PT64255, with \$383,206.11 of the above-specified increase prepaid to Carousel and \$150,304.00 of the above-specified increase paid to Carousel in equal quarterly payments of \$37,576.00; and be it further

**RESOLVED**, that except as specifically amended hereby, all terms and conditions of IT-1300 shall remain in full force and effect; and be it further

**RESOLVED**, that the County Executive or his duly authorized designee is hereby authorized to execute and deliver any and all documents and to take all action necessary and appropriate to effectuate the purposes hereof.

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Account to be Charged/Credited:  
 Agreement No. IT-1300

Original Agreement: \$930,912.00  
 First Amendment: \$450,657.00  
 Second Amendment: \$1,025,076.03  
 Third Amendment: \$490,594.00  
 Fourth Amendment: \$925,821.50  
 Fifth Amendment: \$916,717.10  
 Sixth Amendment: \$501,339.80  
 Seventh Amendment: \$433,860.45  
**This Amendment: \$533,510.11**  
 TOTAL: \$6,208,487.99

Year	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
2020	101	16	2000	4140		\$533,510.11

Budget Funding Year(s): 2020 Start Date: 01/10/20 End Date: 01/09/21  
 (must match resolution)

Funding Source	Tax Dollars	<u>\$405,703.11</u>
	State Aid	<u>\$127,807.00</u>
<u>\$533,510.11</u>	Federal Aid	_____
(must match resolution)	Other	_____

APPROVED BOARD OF ACQUISITION & CONTRACT - 1/12/2019 - 1/9/2021 SECRETARY