

31525

DATE: January 7, 2013

TO: Board of Acquisition and Contract

FROM: John B. McCaffrey, Chief Information Officer
Department of Information Technology

RE: AUTHORITY FOR THE COUNTY OF WESTCHESTER TO ENTER INTO 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

Authority is requested for the County of Westchester (the "County") to enter into an agreement (the "Agreement") with Carousel Industries of North America, Inc. ("Carousel"), pursuant to which Carousel will provide the County with maintenance of all Customer Premise Equipment ("CPE") that is part of each Public Safety Answering Point ("PSAP") in the County's Enhanced 911 system (the "Maintenance Services"), for the period January 10, 2013 through January 9, 2014.

For the Maintenance Services, the County will pay Carousel a total aggregate 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"). Specifically, the County will pay Carousel:

- 1.) an amount not-to-exceed \$30,912.00 for maintenance services in support of the County's individual Nortel systems; and
- 2.) an amount not-to-exceed \$900,000.00 for maintenance services in support of the County's overall Cassidian system.

The County's previous agreement for the Maintenance Services expired on December 28, 2012. For the past several months, the County has thoroughly researched and investigated its options for obtaining the Maintenance Services. Ultimately, the County determined that it was most prudent to procure the Maintenance Services from Carousel, and to do so through Carousel's NYS OGS PT64255, pursuant to New York General Municipal Law 104.

Specifically, the Maintenance Services are being procured under Professional Service Number 7200931 under Carousel's NYS OGS PT64255, which yields a rate of \$120.00 per month per PSAP port for which the Maintenance Services that will be provided. For the Maintenance Services for the County's 748 PSAP ports for 12 months, this would yield a total cost of \$1,077,120.00. However, Carousel provided the County with an additional approximately 14% discount, which reduced the total cost to the not-to-exceed amount of \$930,912.00 specified above. Accordingly the effective cost per PSAP port for which the Maintenance Services will be provided is approximately \$103.71 per month.

The proposed Agreement 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 Agreement 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 a day, seven days a week.

The goal and objective of the proposed Agreement 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 Agreement will be tracked and monitored by the staff of the Department of Information Technology.

The proposed Agreement is exempt from the County's Procurement Policy pursuant to Section 3(a)(i) thereof, based on the County's use of Carousel's NYS OGS PT64255 as the basis for its procurement, as described above.

Accordingly, the attached resolution is submitted for your consideration.

JBM/bdm/nn

APPROVED BOARD OF ACQUISITION & CONTRACT ADMINISTRATION
2017/11/20/16 JOURNAL WEIRA, SECRETARY

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 enter into an agreement (the "Agreement") with Carousel Industries of North America, Inc. ("Carousel"), pursuant to which Carousel will provide the County with maintenance of all Customer Premise Equipment that is part of each Public Safety Answering Point ("PSAP") in the County's Enhanced 911 system (the "Maintenance Services"), for the period January 10, 2013 through January 9, 2014; and be it further

RESOLVED, that for the Maintenance Services, the County shall pay Carousel, under the Agreement, a total aggregate amount not-to-exceed \$930,912.00, as specified below, payable in two (2) bi-annual payments, at rates not-to-exceed those specified in New York State Office of General Services Contract Number PT64255:

- 1.) an amount not-to-exceed \$30,912.00 for maintenance services in support of the County's individual Nortel systems; and
- 2.) an amount not-to-exceed \$900,000.00 for maintenance services in support of the County's overall Cassidian system.

; and be it further

RESOLVED, that this Agreement is subject to County appropriations; and be it further

RESOLVED, that this Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice; 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.

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

| Year | Fund | Dept | Major Program, Program & Phase Or Unit | Object/ Sub- Object | Trust Account | Dollars |
|------|------|------|--|------------------------|------------------|--------------|
| 2013 | 101 | 16 | 2000 | 4140 | | \$930,912.00 |
| | | | | | | |
| | | | | | | |

Budget Funding Year(s): 2013 Start Date: 01/10/13 End Date: 01/09/14
 (must match resolution)

| | | |
|-------------------------|-------------|-------------|
| Funding Source | Tax Dollars | <u>100%</u> |
| | State Aid | _____ |
| <u>\$930,912.00</u> | Federal Aid | _____ |
| (must match resolution) | Other | _____ |

APPROVED BOARD OF ACQUISITION & CONTRACT 01/17/2013 - JOMAR VIEIRA, SECRETARY