

AN ORDINANCE TO AUTHORIZE A MULTI-YEAR EXTENSION OF CONTRACT 15054DFPS (TRAFFIC SIGNAL VIOLATION MONITORING SYSTEMS) BETWEEN THE CITY OF WILMINGTON AND CONDUENT STATE AND LOCAL SOLUTIONS, INC.

#4622

Sponsor:

Council
Member
Freel

WHEREAS, pursuant to Sections 2-308 and 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of property or the rendering of services for a period of more than one year if approved by City Council by ordinance; and

WHEREAS, the City desires to obtain traffic signal violation monitoring systems; and

WHEREAS, the City issued a request for proposals for such services; and

WHEREAS, after a thorough review of the proposals submitted, the City entered into Contract 15054DFPS, a contract for forty (40) months from March 1, 2016 to June 30, 2019 with the possibility of two (2) one-year extension periods, with Conduent State and Local Solutions, Inc. f/k/a Xerox State and Local Solutions, Inc. (the "Contract"), a copy of which is available for review in the Department of Finance; and

WHEREAS, on February 1, 2019, the Delaware Department of Transportation authorized the addition of certain traffic signal violation monitoring systems in the City and removal of certain traffic signal violation monitoring systems in the City; and

WHEREAS, in order effectuate the addition of and removal of the aforementioned traffic signal violation monitoring systems and to provide for continuity of service and to minimize disruption, the City would like to enter into an amendment to the Contract (the "Amendment"), a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit "A", which would provide for: 1) the addition of certain new traffic signal violation monitoring systems; 2) the removal of certain current traffic signal violation monitoring systems; and 3) the extension of the Contract for three (3) years

commencing on the date of execution of the Amendment, with the option of two (2) one-year extensions of the Contract on the same terms; and

WHEREAS, the estimated cost to the City of the Amendment would be one million, five hundred fifty-four thousand, seven hundred eighty dollars (\$1,554,780.00) per year for an estimated total price of four million, six hundred sixty-four thousand, three hundred forty dollars (\$4,664,340.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price; and

WHEREAS, it is the recommendation of the Department of Finance that the City enter into the Amendment.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. The Amendment to the Contract between the City and Conduent State and Local Solutions, Inc., a copy of which, in substantial form, is attached hereto as Exhibit "A", for the period of three (3) years commencing upon the execution of the Amendment, at an estimated price of one million, five hundred fifty-four thousand, seven hundred eighty dollars (\$1,554,780.00) per year for an estimated total price of four million, six hundred sixty-four thousand, three hundred forty dollars (\$4,664,340.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, is hereby approved, and the City is hereby authorized and directed to execute as many copies of said Amendment, as well as all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall be effective upon its passage by City Council and approval by the Mayor.

First Reading.....February 28, 2019
Second Reading.....February 28, 2019
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ___ day of _____, 2019.

Mayor

SYNOPSIS: This Ordinance authorizes the City to enter into a multi-year amendment (the “Amendment”) to Contract 15054DFPS for traffic signal violation monitoring systems with Conduent State and Local Solutions, Inc. (the “Contract”), which: 1) adds certain traffic signal violation monitoring systems to the Contract; 2) removes certain traffic signal violation monitoring systems from the Contract; 3) extends the Contract for three (3) years commencing upon the date of execution of the Amendment at an estimated price of one million, five hundred fifty-four thousand, seven hundred eighty dollars (\$1,554,780.00) per year for an estimated total price of four million, six hundred sixty-four thousand, three hundred forty dollars (\$4,664,340.00); and 4) provides for two (2) additional extensions of one (1) year thereafter at the same annual price.

FISCAL IMPACT: The fiscal impact of this Ordinance is a contract for the period of three (3) years commencing upon the execution of the Amendment, at an estimated price of one million, five hundred fifty-four thousand, seven hundred eighty dollars (\$1,554,780.00) per year for an estimated total price of four million, six hundred sixty-four thousand, three hundred forty dollars (\$4,664,340.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price.

W0104168

EXHIBIT A

**AMENDMENT NO. 1 TO CONTRACT 15054DFPS
(TRAFFIC SIGNAL VIOLATION MONITORING SYSTEMS)
BETWEEN THE CITY OF WILMINGTON AND CONDUENT STATE AND LOCAL
SOLUTIONS, INC. (F/K/A XEROX STATE AND LOCAL SOLUTIONS, INC.)**

This amendment (the "Amendment") is entered into this ____ day of _____ 2019, by and between the City of Wilmington, a municipal corporation of the State of Delaware, (the "City") and Conduent State and Local Solutions, Inc. f/k/a Xerox State and Local Solutions, Inc. (the "Contractor").

WHEREAS, the City and the Contractor wish to amend the professional services agreement, Contract 15054DFPS, between the parties dated March 1, 2016 for traffic signal violation monitoring systems (the "Agreement") in accordance with Section 1.1.2 of Schedule A (Scope of Professional Services) of the Agreement, as stated below.

NOW, THEREFORE, WITNESSTH the City and the Contractor hereby agree as follows:

1. Section 1.1.1 of Schedule A (Scope of Professional Services) of the Agreement is deleted and replaced in its entirety as follows:

1.1.1 The parties agree that the following intersection approaches have been mutually agreed upon for maintenance, installation, or removal, as indicated herein, and that those intersections that have been agreed upon for maintenance or installation shall continue to be serviced for the duration of the contract term unless mutually agreed otherwise by the parties:

- a. The Contractor shall add seventeen (17) traffic signal violation monitoring systems to the Agreement (as specified herein) (the "New Systems");
- b. The Contractor shall remove six (6) traffic signal violation monitoring systems from the Agreement (as specified herein) (the "Removed Systems"); and
- c. The Contractor shall maintain twenty-seven (27) traffic signal violation monitoring systems under the Agreement (as specified herein) (the "Maintained Systems").

Locations of the Maintained Systems:

- W. 12th Street westbound at N. Washington Street
- Pennsylvania Avenue westbound at N. Lincoln Street
- Lancaster Avenue eastbound at S. Cleveland Avenue
- Pennsylvania Avenue eastbound at N. Franklin Street
- 4th Street westbound at N. Adams Street
- 4th Street westbound at N. Washington Street
- Lancaster Avenue westbound at S. Cleveland Avenue
- Pennsylvania Avenue eastbound at Woodlawn Avenue
- Pennsylvania Avenue westbound at Woodlawn Avenue

- Lancaster Avenue eastbound at Lincoln Street
- 11th Street eastbound at N. Church Street
- S. Union Street northbound at Prospect Road
- S. Union Street southbound at Maple Street
- 4th Street westbound at Scott Street
- Concord Avenue northbound at N. Broom Street
- Concord Avenue southbound at N. Broom Street
- Lancaster Avenue eastbound at Jackson Street
- Route 13A southbound at Christiana Avenue
- Maryland Avenue eastbound at 7th Avenue
- N. King Street southbound at E. 4th Street
- W. 4th Street eastbound at N. Orange Street
- Martin Luther King, Jr. Boulevard westbound at West Street
- Pennsylvania Avenue eastbound at N. Van Buren Street
- Delaware Avenue westbound at N. Van Buren Street
- W. 2nd Street westbound at N. Adams Street
- S. Walnut Street northbound at A Street
- N. Walnut Street northbound at E. 8th Street

Locations of the Removed Systems:

- Lancaster A venue EB at DuPont Street
- S. Heald Street SB at D Street
- N. Union Street SB at W. 4th Street
- Lincoln Street NB at 9th Street
- Concord A venue SB at Market Street
- 30th Street WB at Market Street

Locations of the New Systems:

- S. Walnut Street northbound at E. 2nd Street
- MLK Blvd. at Market Street
- N. Walnut Street at E. 11th Street
- SR 52 (Delaware Avenue) at N. Jackson Street
- N. Jackson Street at W. 10th Street
- N. Walnut Street at E. 4th Street
- N. Adams Street at 11th Street/ I-95 SB off-ramp
- MLK Blvd. at Madison Street / SR 4 (Maryland Avenue)
- 4th Street at Jackson Street I I-95 SB off-ramp
- N. Adams Street at 9th Street/ I-95 NB off-ramp
- W. 2nd Street at N. Jackson Street
- W. 2nd Street at N. Broom Street
- Delaware Avenue/ W. 11th Street at N. Washington Street
- N. Lincoln Street at W. 2nd Street

- W. 4th Street at N. Lincoln Street
 - MLK Blvd. at Monroe Street
 - N. Union Street at 2nd Street
2. Section 1.2 of Schedule A (Scope of Professional Services) of the Agreement is deleted and replaced in its entirety as follows:

1.2 The Contractor shall manage red light camera equipment as follows:

- 1.2.1 The Contractor shall install the New Systems at its own expense.
- 1.2.2 The Contractor shall maintain the Maintained Systems and the New Systems at its own expense.
- 1.2.3 The Contractor shall: (a) provide the Maintained Systems and the New Systems, which includes the following enforcement equipment (cameras, poles, camera housing units, conduits if needed, loop detectors, wiring) and (b) complete installation, processing, citation processing, and maintenance of all equipment.
- 1.2.4 The Contractor shall remove the Removed Systems at its own expense.

3. Article 2 of the Agreement is deleted and replaced in its entirety as follows:

Article 2. Compensation

It is understood and agreed by and between the parties hereto that the amount of this Agreement for the three-year term of the Amendment is Four Million, Six Hundred Sixty-Four Thousand, Three Hundred Forty Dollars (\$4,664,340.00).

a. Maintained Systems

The Contractor will charge the City a flat-rate monthly fee of \$2,595.00 for each Maintained System (27 total camera systems) during the three-year term of the Agreement and during each one-year renewal option period, if the parties choose to exercise either renewal option.

b. New Systems

The Contractor will charge the City a flat-rate monthly fee of \$3,500.00 for each New System (17 total camera systems) during the three-year term of the Agreement and during each one-year renewal option period, if the parties choose to exercise either renewal option.

c. General

In addition, end users shall be charged a \$3.50 convenience fee for credit card payments processed by the Contractor. The Contractor will be responsible for the credit card processing and inter-change fees.

The Contractor understands and agrees that the quantities shown may be altered by the conditions found during the progress of the work and agrees that the City may increase or decrease quantities of work to be done under any item. The Contractor further agrees that in case of discrepancies in the unit prices or in their extensions, the written unit prices will be the basis for payment. The Contractor further agrees that all work required by thereof, is covered by the unit prices herein and that no other payment will be allowed. Payments shall be due to the Contractor within thirty (30) days upon receipt of invoice.

4. Article 3 of the Agreement is deleted and replaced in its entirety as follows:

Article 3. Term

The term of this Agreement shall commence on March 1, 2016 and shall continue for a further period of three (3) years, commencing on the date of execution of this Amendment, as detailed herein.

- a. Maintained Systems

The term of the Agreement with respect to the Maintained Systems shall continue for a further period of three (3) years, commencing on the date of execution of this Amendment. The parties may, by mutual consent, extend the Agreement with respect to the Maintained Systems for two (2) one-year option periods in accordance with all existing terms and conditions of the Agreement and the Amendment.

- b. New Systems

The term of the Agreement with respect to the New Systems shall be for a period of three (3) years, commencing on the date of execution of this Amendment. The parties may, by mutual consent, extend the Agreement with respect to the New Systems for two (2) one-year option periods in accordance with all existing terms and conditions of the Agreement and the Amendment.

- c. Coterminous

This amendment to the term of the Agreement for the Maintained Systems is to make the timing of the Agreement for the Maintained Systems and the New Systems coterminous.

5. All of the Contractor's obligations under the Agreement regarding the Maintained Systems shall continue and shall also apply to the New Systems.
6. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Amendment to the Agreement on the date first written above.

THE CITY OF WILMINGTON

WITNESS: _____

By: J. Brett Taylor
Title: Director of Finance

CONDUENT STATE AND LOCAL
SOLUTIONS, INC.

WITNESS: _____

By:
Title:

W0104298