

RESOLUTION NO. 20-216

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING A RETROACTIVE FIVE-YEAR RENEWAL OF THE AGREEMENT WITH SYNCROMATICS CORPORATION FOR REAL TIME PASSENGER INFORMATION SYSTEM (RTPI) MANAGEMENT/HOSTING FOR USE IN KEY WEST DEPARTMENT OF TRANSPORTATION BUSES, ON A SOLE SOURCE BASIS, PURSUANT TO SECTION 2-797(1) OF THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution 08-087, the City Commission awarded a bid for a Real Time Passenger Information system (RTPI), including hardware, software, installation and five years of annual operating costs, to Syncromatics, Inc., and in Resolution 14-009 the Agreement was renewed for an additional five years; and

WHEREAS, City staff recommends approval of an additional five-year agreement, retroactive to November 2018 through November 30, 2023, on a sole source basis, to ensure ongoing support, repairs and upgrades as they become available;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That a five-year renewal of the agreement between the City and Syncromatics Corporation for management/hosting of the real time passenger information system is hereby approved, pursuant to section 2-797(1) of the Code of Ordinances, covering retroactively from November 2018 through November 30, 2023.

Section 2: That this agreement is budgeted for FY 20/21 in Transit Cost Centers 411-4402-544-41 (City Routes), 411-4405-544-41 (Lower Keys Shuttle), and 411-4407-544-41 (Duval Loop).

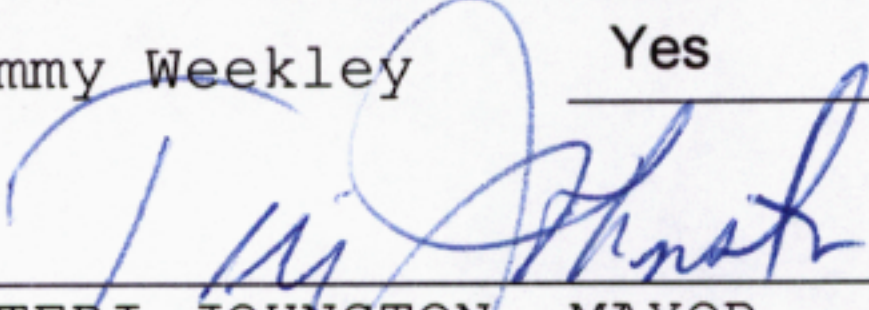
Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 4th day of November, 2020.

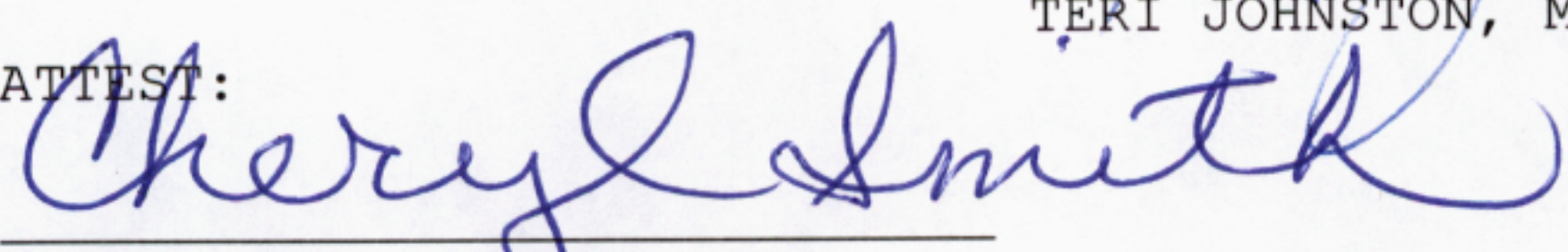
Authenticated by the Presiding Officer and Clerk of the Commission on 5th day of November, 2020.

Filed with the Clerk on November 5, 2020.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Gregory Davila	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>


TERI JOHNSTON, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

TO: Greg Veliz, City Manager
VIA: Patti McLauchlin, Assistant City Manager
FROM: Rod Delostrinos, Director of Transportation
DATE: October 14, 2020

SUBJECT: Exercise Contract 3 Year option to retain GMV Syncromatics Real Time Passenger Information System (RTPI) for Transit System

ACTION STATEMENT:

Exercise Contract 3 Year option to retain GMV Syncromatics Real Time Passenger Information System (RTPI) for Transit System

BACKGROUND:

Real Time Passenger Information (RPTI) system is the hardware and hosted software that allows performance and efficiency monitoring, predictive arrivals, on-board messaging, automatic vehicle location, along with safety and security functionality that is installed on all buses.

On January 7, 2014, Resolution 14-009 renewed a 5-Year Agreement with GMV Syncromatics to continue to provide a RPTI system. This agreement included an optional provision to renew for additional five (5) years at the expiration term of November 30, 2018.

In October 2018, staff was poised to recommend exercising the contractual 5 Year renewal option; however, staff required GMV Syncromatics to address a number of issues ranging from Mobile Data Terminal (MDT) power issues to skewed GPS bus locations reporting before any renewal would be processed. GMV Syncromatics continued to provide the City with RPTI services while all issues were addressed. Although two years have lapsed while the City was working with the vendor to provide resolutions to the issues, GMV Syncromatics still offers the remainder of the renewal option of three (3) years.

Key to the Caribbean – Average yearly temperature 77° F.

FINANCIAL IMPACT:

GMV Syncromatics City of Key West Cost Breakdown

		Current	Year 1 Option	Year 2 Option	Year 3 Option
Qty Vehicles		Jan 2020- Nov 2020	Dec 2020- Nov 2021	Dec 2021-Nov 2022	Dec 2022- Nov 2023
20	MDT: Annual Service Fees	\$ 4,228.88	\$ 4,228.88	\$ 4,313.40	\$ 4,399.80
20	Cellular Data: Annual Service Fees	\$ 4,181.80	\$ 4,181.80	\$ 4,265.40	\$ 4,350.80
20	AVL: Annual Service Fees	\$ 19,817.80	\$ 19,817.80	\$ 20,214.20	\$ 20,618.40
20	Automated Passenger Counting: Annual Service Fees	\$ 4,228.80	\$ 4,228.80	\$ 4,313.40	\$ 4,399.60
13*	AVAS: Annual Service Fees	\$ 1,606.80	\$ 1,606.80	\$ 1,638.91	\$ 1,671.67
20	IVR / SMS: Annual Service Fees	\$ 7,753.84	\$ 7,753.84	\$ 7,908.92	\$ 8,067.10
Annual Cost		\$ 41,817.92	\$ 41,817.92	\$ 42,654.23	\$ 43,507.37
			0% Increase	2% Increase	2% Increase

*Due to the bus model type, only 13 buses have AVAS

Retaining services from another vendor would require a Request For Proposal (RFP), vendor selection, removal of existing equipment, and new proprietary equipment purchase and installation. Project cost is estimated at \$230,000 with a 12-month duration.

Allocation for these services are listed in the Transit Cost Center 411-4402-544.411 (City Routes), 411-4405-544.41 (Lower Keys Shuttle), and 411-4407-544.41 (Duval Loop).

RECOMMENDATION:

Exercise Contract 3 Year option to retain GMV Syncromatics Real Time Passenger Information System (RTPI) for Transit System.



THE CITY OF KEY WEST

P.O. BOX 1409
KEY WEST, FL 33041-1409

1300 White Street
(305) 809-3879
gveliz@cityofkeywest-fl.gov

October 14, 2020

GMV Syncromatics
Chief Financial Officer
ATTN: Christopher Welch
523 W. 6th Street, Suite 444
Los Angeles, California 90014

RE: Exercise Contractual Option to Renew for Real Time
Passenger Information (RPTI) System

Dear Mr. Welch,

The City of Key West appreciates the month to month service since the original contract's term and continued availability of the original contractual option to renew for a period of five years starting on the expiration date in November of 2018. This leaves a remaining period that will expire on November 30, 2023.

The City of Key West would like to exercise this option. The extension delay was prompted by service and technology issues raised by the City of Key West in November of 2018. Since that time, GMV Syncromatics has corrected the issues, enhanced certain services, and now provides better automated vehicle locator service.

This extension allows for mutually agreed upon price increases. A 2% increase on December 1st of each year increase adjustment is equitable. This increase will start on December 1, 2021.

Sincerely,

Gregory W. Veliz
City Manager
City of Key West

Key to the Caribbean - Average yearly temperature 77° F.



DEPARTMENT OF TRANSPORTATION MEMORANDUM

TO: Bob Vitas, City Manager

FROM: Norman Whitaker, Director of Transportation *NW*

DATE: December 9, 2013

SUBJECT: Five (5) Year Agreement - Sole Source Justification

Request approval to enter into a five (5) year agreement with Syncromatics Corporation, pursuant to the City of Key West Code of Ordinances Section 2-797(1), Sole Source Procurement.

Engaging the services of Syncromatics Corporation on a non-competitive basis is both urgent and justifiable given the following facts:

- In 2008, Syncromatics Corporation was awarded the bid for a Real Time Passenger Information (RTPI) system to be installed and used on all City buses, per resolution #08-087.
- Equipment and software along with ongoing system management / hosting services were then purchased from Syncromatics Corporation in the amount of \$230,000.00.
- The original agreement was for five years and has expired this year, thus necessitating the authority to enter into a new five (5) year agreement with Syncromatics, as the currently installed hardware and software is exclusive to Syncromatics Corporation.
- The new five (5) year agreement for system management / hosting services would be executed by the City Manager and subject to approval of the City Attorney.
- Annual User fees in the amount of \$ 31,008.00 are now due for Fiscal Year 2013-2014.
- Developing another RFP, soliciting and the subsequent selection of another vendor would be cost prohibitive in financial terms, as entirely new hardware and software would have to be purchased, in excess of \$230,000.00. There would be extensive delays and interruptions to passengers trying to use the RTPI as the old one was being removed and an entirely new system installed.
- The RTPI system is not only a GPS system which allows staff to monitor system performance and efficiency, but provides residents as well as visitors the ability to receive "real time" information on bus arrivals, departures, and

other bus service features, such as the kwtransit.com website, digital display boards, trip planning and overall communications.

- The system also allows staff the ability to receive automatic passenger counts onboard all vehicles in "real time" as well as boarding and alighting information by individual bus stops. This system provides valuable information for emergency response. Syncromatics has continually tailored their services to meet the needs of Key West Transit and our passengers.
- The RTPI enhances customer satisfaction with bus service due to increased reliability and convenience. Enhanced customer service relates to increased ridership, which, in turn, reduces pollution and greenhouse gases, improves our air quality and environment, reduces traffic congestion; and increases our revenues. Additionally, the City only pays one-half of the annual user fees, as the other half is paid for by a grant from FDOT.

REAL TIME PASSENGER INFORMATION SERVICE, MAINTENANCE AND SUPPORT AGREEMENT

This Fixed Price Service, Maintenance, and Support Agreement (the "Agreement") is made as of the First day of December, 2013 by and between SYNCROMATICS CORPORATION (the "CONTRACTOR") and THE CITY OF KEY WEST ("The City" or "Recipient"). Each of the Contractor and The City are considered a "Party" and together, the "Parties."

RECITALS

WHEREAS, the CONTRACTOR has created and sells vehicle tracking products and services; and

WHEREAS, The City and CONTRACTOR entered into an original services agreement dated April 15, 2008 (the "Original Agreement") based upon the proposal (the "Proposal") submitted by Contractor in response to RFP #2008-008 "Request for Proposals: For Real Time Passenger Information System for City of Key West Department of Transportation" ("City's Request for Proposal") dated January 18, 2008, and

WHEREAS, The City wishes to extend the services provided by the CONTRACTOR which have been in continuous operation since the Original Agreement's execution;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Ongoing Services. The Contractor shall provide The City with ongoing maintenance, communications, support, and training as specified in Attachment A (the "Service Fees").
2. Price & Payment. The prices specified in Attachment A shall be for the five year term. Any additional Products and/or Services requested by THE CITY shall be made pursuant to an additional Order signed by both Parties. In the event of any conflicts between this Agreement or the Order on the one hand, and the Proposal on the other, the terms of the Agreement or Order shall control. The quantities of vehicles and/or signs may be amended by The City, at any time and from time to time, without incurring any penalty, and the fees indicated in Attachment A shall be pro-rated for any partial years for any added or deleted units.
3. Option to Upgrade/Expand. Under the scope of this Agreement, The City shall have the option to purchase from Contractor upgraded transit vehicle hardware as new models become available, or to buy additional expansion products from Contractor as may suit the City's needs for new features and/or new vehicles. Any such hardware upgrades or additions shall be compatible with the City's existing hosted software solution and require no additional software costs. The pricing of any such upgraded or expansion hardware shall be at the Contractor's then prevailing price as sold to other comparable clients throughout the US.
4. Term and Termination. The term of this Agreement shall be five (5) years beginning on December 1, 2013 (the "Term"). Either Party may terminate this Agreement without any further obligation in the event of a material breach by the other Party that remains uncured for a period of ninety (90) days after written notice has been provided of such breach.
5. Option to Renew. At the end of the Term, The City shall have an option to renew the Agreement for an additional five (5) year term. All contract terms and conditions would remain the same, but the pricing contained in Attachment A would be adjusted by mutual agreement between the parties.
6. License. For the Term, the Contractor grants to The City a non-exclusive license to use the Intelligent

1.



Transportation System ("ITS") as provided for in this Agreement and the Proposal.

7. Ownership of Data. The City shall be the exclusive owner of the actual data entered into or collected by the ITS system during the Term and which was collected by The City's vehicles operating the Contractor's ITS. This shall include, but not be limited to: geo-location of all vehicles at all times during the Term; vehicle status information collected; route, schedule and performance information; driver and dispatcher information; website(s) created by the Contractor for The City and branded with The City's logo and/or name; statistical reports, database files and any other such related data.

8. Notices. Any notices that either of the Parties may need to deliver to the other Party shall be sent by Certified US Mail to:

If to The City:

City of Key West
Transportation Services
627 Palm Ave
Key West FL, 33040
Attention: Director of Transportation

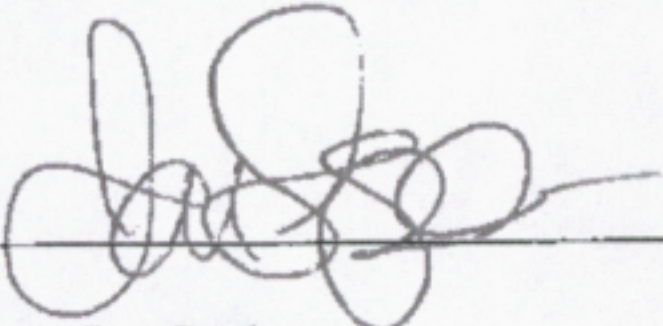
If to Contractor:

Syncromatics Corporation
5455 Wilshire Blvd
Suite 1800
Los Angeles, CA 90036
Attention: President

9. Independent Contractor. It is the express intention of the Parties that the Parties are independent contractors, and The City is not an employee, agent, joint venturer, or partner of the Contractor, and that company is not an employee, agent, joint venturer or partner of The City.
10. Arbitration; Governing Law; Severability. Any dispute arising under this Agreement will be submitted to a single arbitrator in Monroe County, Florida mutually selected by the Parties, and each Party therefore waives its respective rights to a jury trial. The arbitrator will apply the rules of the American Arbitration Association governing commercial transactions, and his decision will be final and binding on the Parties. Such arbitration shall not exceed one day. This Agreement will be governed by and construed in accordance with the laws of the State of Florida excluding that body of law pertaining to conflict of laws. If any provision of this Agreement is for any reason found to be unenforceable, the parties agree that such unenforceable section shall be deemed never to have been included in the Agreement, and that the remainder of this Agreement will continue in full force and effect.
11. Complete Understanding; Modification. This Agreement constitutes the complete and exclusive understanding and agreement of the Parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the Parties hereto.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed individually or by their duly authorized representatives, effective as of the date first above written.

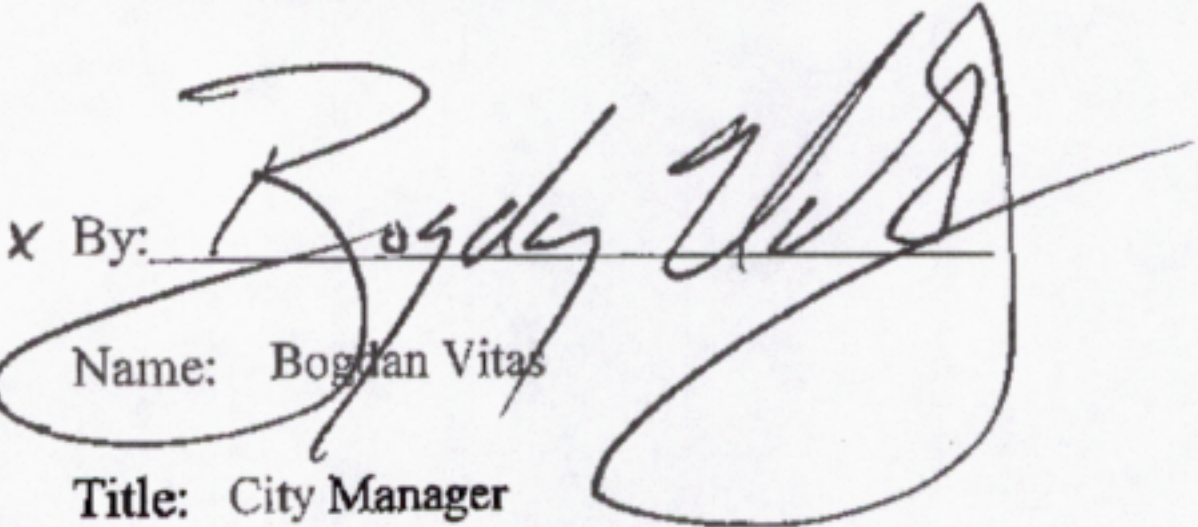
SYNCHROMATICS CORPORATION

By: 

Name: Ian Sephton

Title: CEO

CITY OF KEY WEST

X By: 

Name: Bogdan Vitas

Title: City Manager

ATTACHMENT "A"

COSTS NOT TO EXCEED						
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Qty as of</u> <u>1/1/2014</u>
License, Existing Transit ITS System, Per Vehicle	\$ 1,218	\$ 1,255	\$ 1,293	\$ 1,332	\$ 1,372	15
* Includes provisioning & software upgrades						
* Includes AVL/Vehicle Tracking						
* Includes MDT/Mobile Data Terminal						
* Includes APC/Automated Passenger Counting						
License, Existing Transit ITS System, Per Sign	\$ 490	\$ 505	\$ 520	\$ 536	\$ 552	5
* Includes provisioning & software upgrades						
Communications, Per Vehicle & Sign	\$ 180	\$ 185	\$ 191	\$ 197	\$ 203	20
* Includes unlimited cellular data necessary to power ITS system						
Technical Support, Phone, Email	\$ -	\$ -	\$ -	\$ -	\$ -	1
* Unlimited support throughout service term	included	included	included	included	included	
Interactive Voice Response System, SMS Text Messaging system, Usage, Support, SMS "Blasting", Reporting	\$ 6,688	\$ 6,889	\$ 7,096	\$ 7,309	\$ 7,528	1
* One site license						
* Unlimited calls and SMS text messages						

Total	\$ 31,008
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