



Enterprise Technology Services
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DATE: December 01, 2016

TO: BRENDA J. BILLINGSLEY, DIRECTOR
PURCHASING DIVISION

FROM: KEITH A. WOLF, INFORMATION SYSTEMS ADMINISTRATOR
INFRASTRUCTURE SERVICES, ENTERPRISE TECHNOLOGY SERVICES

RE: CELLULAR SERVICES UNDER THE STATE OF NEVADA, WSCA CONTRACT, RFP 1907 AND, STATE OF FLORIDA SUNCOM DMS-10/11 -008C - **ONLY ONE REASONABLE SOURCE**

 KEITH WOLF
2016.12.01
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I have reviewed the following sole source justification and concur with subject request, fully understanding the implications of Section 838.22 of the Florida Statutes:

- (2) "It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole source contract for commodities or services."
- (5) "Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084."

The Enterprise Technology Services Division (*herein referred to as ETS*); under the Department of Finance and Administrative Services brought forth an Only Reasonable Source for cellular services using multiple carriers hereby approved on June 10, 2014 Item #39 by the Broward County Commission. The motion named the State of Nevada Western States Contracting Alliance (WSCA), RFP 1907 as the Only One Reasonable Source. The WSCA contract is in use today with an estimated 2,200 cellular phones and 1,400 cellular device-to-device modems. As a four-year contract with two additional one-year renewal options, this agreement is anticipated to expire on 10/31/2018.

It is the intent of ETS to modify this Only One Reasonable Source for the inclusion of the SUNCOM DMS-10/11-008C cellular contract provided by the State of Florida. This request provides a multi-carrier award, utilizing two master contracts whereas each contract contains favorable pricing to meet the business needs of County Agencies. This direction provides for continued selection across the major cellular carriers and expands the selection of voice/data/text plans to gain the best possible cost efficiencies. Under the WSCA agreement, T-Mobile, AT&T, Verizon, and Sprint all participate under competitive pricing and under the State of Florida agreement, all named vendors except for T-Mobile participate. Based on a cost analysis of each contract, Agencies would select various plans based on lowest cost offering per contract for an anticipated savings to the County of \$260,000 per year.

In early 2014, ETS solicited a Request for Information (RFI) to the open market to view the qualifications of top tier cellular providers, and request their interest with providing services to Broward County. The submissions adequately met the requirements for the County's intention of use, and delivery of services. All four vendors referenced the WSCA contract as the contract vehicle for services related to voice, data, and text messaging.

Additionally, the State of Florida contract was analyzed and determined to be restrictive, and under the structure as of 2014, required the County to relinquish ownership of cellular phone numbers as the state was modeled to act as a broker for all account functions. The State of Florida has since reverted to a business model that allows the County to work directly with the carriers in all aspects thereby mirroring the functionality of the WSCA contract and suitable for use. This change allowed ETS to reexamine cost efficiencies by selecting the most cost effective plans available within the two contracts. As with the WSCA contract, ETS has negotiated two-party agreements with the carriers to utilize the state contract. The WSCA and State Agreement have no activation or termination fees. The WSCA and State of Florida contracts are participation vehicles allowing the County to terminate for convenience without restrictions.

The June 10, 2014 Agenda item #39 declared an annual estimated amount of \$1,500,000 for cellular Data/Voice/Text plans, Cellular device-to-Device services and, Accessories and Equipment. ETS does not anticipate any increase in the estimated amount through the addition of the State contract. Upon the inception of the state contract, ETS is recommending an estimated threshold in the amount beginning at \$100,000. ETS working in conjunction with the Purchasing Division would seek to transfer the previously approved threshold of the WSCA agreement in a balanced mode over to the State of Florida threshold as plans begin to migrate between the agreements.

ETS anticipates a growth in Device-to Device technology as carriers continue their efforts for advanced LTE high speed data transmission and the eventual rollout of 5G high-speed data services. This technology change advances the County's ability to provide cellular building-to-building connectivity thus, replacing traditional wired technology. Although this technology will drive future expenditures in cellular technology, we envision overall cost savings as traditional higher cost wired services are discontinued. In 2013, this trend began to develop and ETS continues to see growth in provisioning of communications for traffic signal modernization and the Transit fleet tracking systems.

On November 21, 2013, the Office of Economic development and Small Business Division (OESBD) performed a review of small business opportunities and found that no goals were applicable under this procurement. Based on this review, ETS analyzed the cellular market where high-volume sales based contracts would provide the best efficiencies to provide cellular services at a competitive cost.

21.36. Procurement from Contracts of Other Governments and Published Catalog Prices.

The Director of Purchasing may purchase directly, without bid or quotations, from GSA contracts, or from offers whose price exactly equals GSA contracts from vendors awarded such GSA contracts, or from federal, state or local contracts when the contract expressly permits or if the awarding jurisdiction and/or the vendor agree to allow the County to purchase therefrom. In cases where an award is made on a price equaling GSA pricing, terms and conditions agreeable to the Director of Purchasing may be used in lieu of the GSA terms and conditions.

(1998-1021, 10-6-98; 2001-1071, 10-23-01)

EC: John Bruno, CIO
Gino Butto, Assistant CIO
Enterprise Technology Services

**** DO NOT WRITE BELOW THIS LINE. FOR PURCHASING DIVISION USE ONLY**

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DN: dc=cty, dc=broward, dc=bc,
ou=Procurement, ou=BCC, ou=PU,
cn=LEAHANN LICATA, concur with the above request, which has been examined by me, and the required due diligence has been performed (See Procurement Code Section 21.34 Sole Source Procurement, and 21.35 Sole Brand Procurement).

Date: 12/14/2016

Only one source

Sole Brand

Only one reasonable source

RFI Attached

Estimated Amount: \$ 1,600,000 annually

Rejected – See additional information

Additional Information: The estimated amount of \$1,600,000 is the combined usage of the State of Nevada Wireless Contract No. W4-2201 and State of Florida contract No. DMS-10/11-008C.

EXHIBITS: (Attach Supporting Documentation)

Signature: BRENDA BILLINGSLEY Digitally signed by BRENDA BILLINGSLEY
DN: dc=cty, dc=broward, dc=bc,
ou=Organization, ou=BCC, ou=PU,
ou=Users, cn=BRENDA BILLINGSLEY
Date: 2017.01.09 14:46:59 -0500
Approved by the appropriate Award Authority

Title: _____

Date: 1/9/17