



Enterprise Technology Services
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DATE: January 11, 2017

TO: BRENDA J. BILLINGSLEY, DIRECTOR
PURCHASING DIVISION

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

 KEITH WOLF
2017.01.11 13:54:24
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RE: **ONLY ONE REASONABLE SOURCE – MINNESOTA WSCA/NASPO VIA THE STATE OF FLORIDA PARTICIPATION AGREEMENT FOR MICROSOFT SURFACE PRODUCT AND ACCESSORIES THROUGH MICROSOFT RETAIL STOREFRONTS**

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 is seeking permission to negotiate the use of a National Association of State Procurement Official (NASPO, formerly WSCA) agreement with the state of Minnesota contract no. MNWNC-119 where the State of Florida is an active participant under alternate contract no. 43211500-WSCA-15-ACS. This agreement allows County Agencies to purchase the Microsoft Surface product lines along with associated accessories and warranty plans. Additionally, ETS is recommending the use of Microsoft Retail Stores to facilitate as a vendor for such purchases and is naming this vendor as the "Only One Reasonable Source".

On April 12, 2016, Agenda Item No. 18, a Motion was passed to approve the use of the State of Minnesota Cooperative Purchasing Venture (CPV), No. 57647 for the procurement of Microsoft Computer Equipment, Accessories, Hardware, Related Software and Services. The CPV contract was defined as the "Only One Reasonable Source" as this was the only direct contract between a government entity and Microsoft which provides the deepest discount price offerings available. Microsoft utilized their chain of retail stores to provide order logistics, account management and warranty follow up. Recently, the State of Minnesota has opted to discontinue this contract and recommend all CPV members negotiate an agreement with Microsoft under the NASPO contract association.

Microsoft Surface and associated Microsoft branded product are Sole branded Microsoft products. The Surface product line is solely owned by Microsoft and is not duplicated by third parties in a manner where a perfect "clone" system exists. ETS is recommending to continue an "Only One Reasonable Source" with the Microsoft Retail storefronts which has provided the commitment to matching any price discount offered by any other 3rd party reseller. As a direct reseller and part of Microsoft, the flexibility to price match any other vendor provides a unique and unparalleled advantage from a pricing standpoint. Microsoft has committed to providing the discounts as stated in the CPV contract which were the highest discount level found during market analysis.

Additionally, the County utilizes these storefronts for free training on use of the Surface Tablet, testing of application issues, local stocking of equipment, walk in troubleshooting of defective units, and a dedicated account representative responsible for vendor management across the three South Florida locations.

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

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I Leahann Licata LEAHANN LICATA Digitally signed by LEAHANN LICATA
DN: cn=Leahann Licata, o=Broward, ou=Purchasing Division, email=leahann.licata@broward.org, c=US, 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: January 11, 2017

Only one source

Sole Brand

Only one reasonable source

RFI Attached

Estimated Amount: \$ 320,000/year

Rejected – See additional information

Additional Information: The term of the Minnesota WSCA-NASPO Master Agreement with Microsoft is from April 1, 2015 through March 31, 2017, with extension options for up to 36 months. As the previous contract EXHIBITS: (Attach Supporting Documentation) expired on December 31, 2016, the Agent of Concern requests to award an initial amount of \$100,000 to allow for agencies to continue purchasing necessities until the Participation Agreement is negotiated and awarded by the Board.

Signature: KAREN WALBRIDGE Digitally signed by KAREN WALBRIDGE
DN: cn=KAREN WALBRIDGE, o=Broward, ou=Purchasing Division, email=karen.walbridge@broward.org, c=US
Approved by the appropriate Award Authority

Title: Purchasing Manager

Date: January 20, 2017

Signature: Glenn Marcos Digitally signed by Glenn Marcos
DN: cn=Glenn Marcos, o=Purchasing Division, email=gmarcos@broward.org, c=US
Approved by the appropriate Award Authority

Title: Assistant Purchasing Director

Date: March 20, 2017