



DATE: May 15, 2019

TO: Brenda J. Billingsley, Director, Purchasing Division

THRU: Chris Walton, Director, Transportation Department

FROM: Paul Strobis, Manager, Paratransit Section

PROJECT TITLE: Unified Dispatch, LLC - Amendment to R0930301P1

REQUISITION NO.

SOLE SOURCE/SOLE BRAND REQUEST

I. REQUEST: Provide a description of the features of the product/service or Scope of Work.

The Transportation Department's Transit Division is requesting a sole source consent from the Purchasing Director to approve two one-year extensions to the existing Service Agreement for the Software License Agreement with Unified Dispatch, LLC. This is for the maintenance and technical support of Paratransit's IVR application that integrates with the client database and scheduling/dispatching software that was previously approved by the Board. The new agreement is critical for the continued efficiency of the Paratransit system that was included in the recent license agreement with Transit Division, which was approved by the Board on December 6, 2011 (RFP No. R0930301P1).

II. JUSTIFICATION: Please check all boxes that describe your reason(s) for determining that only one source or brand is reasonably available.

Only Sole Source/ Uniqueness

- Proprietary Item - this vendor/source has the only rights to provide this service or commodity. A letter from the manufacturer or authorizing entity is included in this request.
- Technology Improvements - updates or upgrades to an existing system, software, software as a service (SaaS), hardware purchases.
- Engineering Direction - engineering drawing or specification identifies product; "no substitutes or equivalents will be acceptable."
- Only qualified supplier - reliability and maintainability of the product or service would be degraded unless specified supplier is used; may void warranty. This request includes a copy of the current warranty information.
- Other/or Additional information - the County requires this sole source, sole brand purchase for the following reasons:

According to the terms of the System, Services & License Agreement executed by the Purchasing Division on February 3, 2012, the APIS/IVR licensed software and documentation are owned by Unified Dispatch, LLC and are protected by applicable copyright laws. Unified Dispatch, LLC asserts that the licensed software constitutes trade secrets of Unified Dispatch, LLC and claims exemption from disclosure of the Licensed Software as provided under Chapter 119, Public Records Law. Exposing the source code of the licensed software to a third-party vendor would constitute a breach of the agreement. For this reason, and the County's significant investment in the ADEPT system,

the Transportation Department/Transit Division and Purchasing Division concurred that Unified Dispatch is the only reasonable source for this project.

Business Case (One/Most Reasonable Source or One/Most Reasonable Brand)

- Operational Compatibility - replacement parts from alternate suppliers are not interchangeable with original part and causes equipment incompatibility. Previous findings and/or documentation is included with this request.
- Ease of Maintenance - maintenance or retooling prohibits competition. Section III, Comparative Market Research includes estimated costs associated with changing current source and/or brand.
- Follow-On - potential for continued development or enhancement with same supplier and eliminates costs incurred by using different supplier. Section III, Comparative Market Research includes estimated costs for replacing current or existing system.
- Complies with existing community and safety standards, and/or laws, rules, and regulations.
- Exempted from the Procurement Code - per Section 21.18 of Broward County Administrative Code.
- Other/or additional information - using this sole source, sole brand purchase benefits the County for the following reasons:

The extension requests with Unified Dispatch, LLC will prove to be more cost effective and provide savings to the County in lieu of procuring a new system software. This IVR application integrates with the Paratransit software, it allows automated trip reservations and automated calls to each customer who is traveling on TOPS. It is very customized to our environment. It is in the best interest of BCT to continue the approx. \$40,000 per year support versus a brand-new procurement for a product that would cost much more. It also engages with the current Adept software that is being used and meets the business needs of the section. In addition, the "Adept Software Maintenance and Support" contract was recently extended for two additional one-year period effective 4/23/2019 to 4/22/2021 (See Contract No. TEC2118985A1_1) which is currently being used with the existing system provided by Unified Dispatch, LLC.

III. COMPARATIVE MARKET RESEARCH: Provide a detailed source or market analysis for justification of sole source/brand or most reasonable source (attach extra sheets as needed).

Estimated project value: \$80,000 Contract length (if applicable): 2 Years (two 1-year period)

Expenses to date: \$92,500

Has this commodity or service been previously provided to the County? Yes No

If yes, when and by whom? Currently by Unified Dispatch, LLC

How was item/service procured? Competitive bid

What is the current contract (MA) or purchase order number? R0930301P1_1

If this is a sole brand, is there an "authorized" dealers list? Yes No

Cost/Benefit Analysis: What would the cost be to utilize an alternate vendor or source? This explanation should include the savings and/or additional costs to the County by not using the preferred vendor or source. Attach additional sheets if needed.

There is no alternate vendor since this is proprietary software.

A new procurement will be needed for an alternate vendor. This will cost the County much more for a new system and maintenance.

CERTIFICATION: I have thoroughly researched the sole source or sole brand justification and fully understand 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"

Paul Strobis PAUL STROBIS 05/15/2019
REQUESTOR/EVALUATOR (PRINT) REQUESTOR/EVALUATOR (SIGN) DATE

Chris Walton
DEPT/DIV DIRECTOR OR DESIGNEE (PRINT) DEPT/DIV DIRECTOR OR DESIGNEE (SIGN) DATE

The Purchasing Agent has reviewed the request and has completed the required due diligence per the Procurement Code Section(s) 21.34 and 21.35. The Purchasing Agent recommends the following:

- Sole Source Sole Brand Reasonable Source RFI attached Rejected
- Request Authorization to Negotiate

Additional Information:

Purchasing Agent concurs with Transit that Unified Dispatch, LLC is the one reasonable source for this project. Being that the 2-year extension exceeds the 5-year Award Authority of the Director of Purchasing, Transit will need to present an Agenda Item to the Board for approval of the Amendment once negotiated.

Purchasing Agent Signature: MARYANN BERCHIOLLI Date: May 22, 2019

APPROVAL AUTHORITY REASON/SUGGESTED ACTION (IF DISAPPROVED):

[Empty box for approval authority]

Signature: DAVID CLEMENTE Date: