



Williamson County Purchasing Department
901 South Austin Ave.
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

Single / Sole Source Justification Request

This request is for a: (choose only one)

- ☐ **Single Source Item** (goods or services are directed to this supplier because of standardization, warranty or other factors)
- ☒ **Sole Source Item** (goods or services are available from ONLY this supplier due to a unique capability, patent, copyright, secret process, or capability to meet the requirements of the solicitation)

Single / Sole Source justification requires additional documentation and requirements as listed below. **One of these steps** requires placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services. This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted.

Required Documentation that must accompany this request before this purchase can be considered (any missing documentation will result in delays). *Check all included documents:*

- ☒ This request form completed and signed
- ☒ A written quote from the supplier, listing the goods, services and pricing
- ☒ Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are Single / Sole Source
- ☒ Notarized Sole source affidavit completed by the supplier
- ☒ Signed letter of recommendation from the Elected Official or County Department Head

Requestor Name and County Office / Department: Tammy McCulley

Requestor Title: Sr Office Manager

Requestor Phone Number: 512-943-1455

Requested Single Sole Source Supplier:

Company Name: Stanley Convergent Security Solutions, (CSS)

Contact Name: Keith Choate

Address 4616 W. Howard Lane, Suite 110

City: Austin

State: Texas

Zip Code: 78728

Phone Number: 210-336-4421

Email Address: Keith.Choate@sbdinc.com

Website: www.stanleycss.com

Is the recommended supplier the manufacturer? ☒ Yes ☐ No

Does the manufacturer sell the item(s) through distributors? ☐ Yes ☒ No

Description of the Product or Service: (if additional space is needed, include a separate page) *Describe the full scope of work, including installation if required, items should include brand, model and part number if applicable.*

Stanley Convergent Security Solutions, Inc is the sole source provider of the Basis Security Management System, which includes hardware products, software maintenance, and factory authorized services. Please see attached letter.

Schedule: *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".*

Current support ends 12/30/2015.

Estimated Cost: \$8,752.00

SINGLE / SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

- ☒ The required item or service is proprietary to the supplier
- ☐ The recommended supplier holds the patent on the requested item(s)
- ☐ The recommended supplier is the only supplier capable of performing the requested service
- ☐ A specific item is needed
- ☐ To be compatible or interchangeable with existing hardware
- ☐ As a spare or replacement hardware
- ☐ For the repair or modification of existing hardware
- ☐ For technical evaluation or testing
- ☐ Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?

If so, please list and describe such attempts:

- ☐ There is a substantial risk in selecting another product or service provider.

If so, please describe:

- ☒ It is not possible to obtain competitive bids for consideration.

If so, why:

This is for support, which includes updates and upgrades to our current system.

☐ Are there any other companies who can provide the services or needed items?

If so, please list and provide explanation of why they were unable to meet the requirements:

☐ List any other sources, suppliers, products or service providers that you reviewed in your selection process:

☐ List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):

ACKNOWLEDGEMENT

☒ I affirm and acknowledge Williamson County's requirements, justification and criteria for Single / Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

☒ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: 11/18/2015

Signature: Tammy McCulley

** By typing your name, this is equivalent to a legal signature*

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a Single / Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders.

Customer Installation Agreement

Name: Williamson County ("Customer")
Address: 710 South Main St., Georgetown, TX
78626
Contact:
Date: 3/24/2015

STANLEY Convergent Security Solutions, Inc. ("SCSS") hereby proposes to furnish labor and materials for the installation of an electronic security/integrated solution system in accordance with the specifications below:

Transaction & System Information

Name of Project: Williamson County Software Support 2015-2016
Transaction Type: Add/Upgrade
System Information: Integrated Solution
Expected approximate date of commencement of project: January 5, 2016
Expected approximate date of completion of project: January 8, 2016

Customer to Provide

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Equipment Notes

Stanley Convergent Security Solutions will provide Lenel software support for dongle ID 57181 from 12/31/15 to 12/31/16.

Theory of Operation

Investment Type: STANLEY Security Direct

Pricing and Deposit Terms

Payment Terms: All invoices are due thirty (30) days after date of the invoice. No retainage is permitted.

Total Installation Price*: \$8,752.00

Transaction Information: Add/Upgrade
Warranty Duration: One Year

Up-front Deposit*:
Progress Payments*:
Balance Due Upon
Completion*:

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

Prices do not include taxes

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions attached hereto are satisfactory and are hereby accepted. The terms and conditions as set forth herein and on the attached page shall supersede any conflicting terms, or any additional terms furnished by Contractor. Purchase Orders may be issued for billing purposes only and any terms, conditions or changes included in such Purchase Orders shall have no force or effect. SCSS is authorized to do the work as specified. Payment will be made as outlined above.

STANLEY Convergent Security Solutions, Inc.

Customer: Williamson County

Security Representative (Sign)

Customer (Sign)

Security Representative (Print)

Customer (Print)

Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Terms and Conditions

WARRANTY

SCSS warrants that the equipment will be free from defects in material and workmanship for a period of One Year from the date the system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Warranty repair is done 8 am-4pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by Customer.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL SCSS BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND SCSS'S LIABILITY SHALL BE STRICTLY LIMITED AS STATED ABOVE.

ADDITIONAL CHARGES:

1. All prices quoted do not include sales tax unless specifically written on the face of the proposal.
2. Unless otherwise stated in the proposal, the price quoted is FOB shipping point. All shipments will be UPS ground, unless otherwise specified.
3. Applicable permitting fees will be billed on a pass-through basis.

License Information (as of 03/01/2015): AK 1001300 AL 688, 1320, 1278, 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7056 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388, 43562. AZ ROC204975; AR 032570514 E2010 0917. Regulated by Arkansas Bd of Private Investigation and Private Security Agencies, #1 State Police Plaza Dr., Little Rock, AR 72209 (501) 316-5000; CA 848016 C16, C28, LCO5011, AGS005, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814. DE 04-158, PAL-0001 FL RFD000772 GA 439701 IA AG-211 IL 127051274 KY 328 LA F1160, F375; F1237 MA 71286 MD 167-1623 MI 510306 3601265772 MN T501236 MS 19207-9C; 15034172; NT FPL GEL-000132 NC 25085-9P-FALVY 2185 CSA Alarm Systems Licensing Bd., 4501 Glenwood Ave., Ste 200, Raleigh, NC 27612 (919) 786-5320 NJ 1974405, 66-6425, 34BF00017200; NJ 074554; NV F400, F401, 0971024, 0078051 NY 12000293189 Licensed by NYS Dept. of State; OH 63-59-1512; OK 953, OR 151567 PA 032756; RI B104A, TSC 1282 SC FAC3357, BACS001; TN 1180; 1540, 1445, 1650 1440 CE-B-05020; TX ACR0639; ECR1021, B02146 UT 6704668-0501 VA 2705 047255A, 11-6481 WA STANLCS9254Z WV 045206 WI 169322 WY LV-G 23870, REV (2015 04 03); 0.60514024

4. The price quoted assumes installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours or, if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
5. Any changes to the system required by any government agency or Authority Having Jurisdiction will be billed to Customer, and are not the responsibility of SCSS.

INSURANCE:

SCSS shall purchase and maintain without interruption from date of commencement of the work throughout the end of the contract period or completion of SCSS's work, whichever occurs later, insurance on its performance of the Work as set forth below:

1. Worker's Compensation insurance meeting statutory requirements of the state in which the work is to be performed and containing Employers' Liability insurance with limits of \$1,000,000 for each accident/disease.
2. Comprehensive Auto Liability insurance on an occurrence basis covering all SCSS owned, non-owned, and hired vehicles with a combined single limit of \$1,000,000 for each occurrence for bodily injury, including death, to any one person and \$500,000 for each occurrence of property damage.
3. Comprehensive General Liability, including contractual liability, insurance providing coverage of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
4. Umbrella/Excess Insurance with coverage of \$1,000,000. Coverage shall apply to all the same risks as the underlying insurance policies listed above.
5. SCSS will name Contractor and the Owner, if required by the contract documents, as additional insured to the extent of SCSS's negligence on its general liability and automobile policies.
6. SCSS shall provide certificates of insurance evidencing the foregoing insurance is in effect at the request of Contractor.

INDEMNIFICATION:

SCSS will hold Owner, its officers, directors, agents and employees harmless from damage, liability and expense to the extent resulting from the negligent acts or omissions of SCSS, its agents or employees, during and within the scope of employment of such persons while they are on Owner's premises performing the installation work. Notwithstanding the foregoing, SCSS shall have no liability or obligation to indemnify for damage, liability or expense resulting from or due to occurrences and/or the consequences there from that the system is intended to detect, prevent or record, including any such loss or damage which may be occasioned or caused by the improper working or malfunctioning of the system. In no event will Contractor, its employees, agents or representatives be responsible for consequential, incidental or special damages or for the negligence of others.

PROPRIETARY PROTECTION:

Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this agreement, is owned by SCSS, its affiliates or one of its OEM's and is protected by United States and international copyright laws and international treaty provisions. Any breach of this agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.



Keith Choate
Systems Integration
Stanley Convergent Security Solutions, Inc.
210-336-4421
keith.choate@sbdinc.com

Oct. 21, 2015

To Whom It May Concern:

This letter is to confirm that Stanley Convergent Security Solutions (CSS) is the sole authorized Manufacturer's Representative for the *BASIS* Security Management System (hardware and software) products and factory authorized services. The *BASIS* System is the County-wide access control system for Williamson County. It also includes some integrated Video at the EOC facility.

BASIS products and systems include on-line access control (card, keypad, biometric, and smart card), integrated IP video, intrusion detection, badging, asset tracking and others.

CSS factory authorized services include "factory authorized" and "factory trained" installers and service technicians and customer training programs.

Sincerely,

Keith Choate
Systems Integration Consultant



Williamson County Purchasing Department
901 South Austin Avenue
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NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Keith Conrad Choate, who after being duly sworn on oath stated the following:

My name is Keith Choate. My title is Integrated Systems Consultant.
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: Basis Interface software version ET694.
I am the sole-source supplier of this item because: of joint development of the software and licensing agreement as exclusive Basis Interface authorized reseller until Dec. 31, 2019. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 23rd day of November, 2015.

[Signature]
[Signature]

KEITH CHOATE
INTEGRATED SYSTEMS CONSULTANT
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on November 23, 2015, by
Zohila Del Fierro
[Printed Name]



Zohila Del Fierro
[Signature] Notary Public
State of Texas
My Commission expires on April 12, 2016



Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
512-930-3313 Fax
facilities@wilco.org

November 20, 2015

From: Gary Wilson

To: Max Bricka
Purchasing Agent/Director

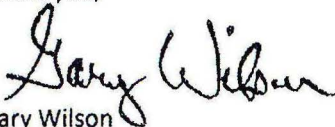
Subject: Single/Sole Source Justification Letter

I recommend that we identify Stanley Convergent Security Solutions as the sole source provider of software support for the B.A.S.I.S. System. B.A.S.I.S. is the card access control security system.

Stanley Convergent Security Solutions is the owner and manufacturer of B.A.S.I.S. products and they have certified that they are the only provider of software maintenance for their products.

Please let me know if you have any questions.

Thank you,


Gary Wilson
Director of Facilities