



CITY OF NORTH PORT PROCUREMENT REQUEST FORM SOLE/SINGLE SOURCE/STANDARDIZATION



Please indicate: Visa Purchase Purchase Order

Single Purchase (For current FY) Blanket Purchase (Ongoing purchases for current FY) Change Order Amendment

DEPARTMENT/DIVISION: Police / Administration NAME OF REQUESTOR: Captain Brian Gregory

If Applicable: COMMISSION MEETING DATE: ~~XXXX/XX/XX~~ 12-8-20 AGENDA ITEM NUMBER: 20-2759

Section 2-407 of the City of North Port Procurement Code states a Sole/Single source purchase is defined as a non-competitive purchase of supplies, equipment and contractual services that is either: the only item that will produce the desired results; or is available from only one source of supply who possesses the unique and singularly available capability to meet the requirement of the solicitation (such as technical qualifications, ability to deliver at a particular time, or services from a public utility). Sole Source services must be available only from vendors (firms or individuals) who are uniquely qualified to perform such services. All Sole/Single source requests will be posted on DemandStar & the City's Purchasing site for seven (7) calendar days.

A. Please describe all products and/or services to be procured under this exemption:
(If additional space is needed, please attach a separate memo)

Background Investigation Software.

B. Briefly explain why it is in the best interest of the City to exempt this procurement from competition:
(If additional space is needed, please attached separate memo)

Contact was made with other vendors providing similar services. Those vendors were cost prohibitive. A sole source letter was also provided by the recommended vendor.

C. What steps were taken to verify that these goods and/or services are not available elsewhere?

Other brands/manufacturers were examined (please list name and phone numbers, and explain why they are not suitable for use by the City – attach additional pages as necessary, **do not leave blank**):

Background Solutions \$795.00/year per user 214-499-7568, POBITS background software \$795.00/year pers user 800-478-1630 . Other vendors charge more money for similar services provided at a lower price through Guardian. These vendors are cost prohibitive.



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Other vendors were contacted (please list names and phone numbers, and explain why those contacted would not meet the needs of the City – attach additional pages as necessary, **do not leave blank**):

Background Solutions \$795.00/year per user 214-499-7568, POBITS background software \$795.00/year per user 800-478-1630. Other vendors charge more money for similar services provided at a lower price through Guardian.

D. Attach documentation from the manufacturer certifying the vendor selected is the only distributor/dealer/contractor for the products or services in question and/or holds the production, unique capability, copyrights, trademark, and/or patent to the item, and check the following applicable statements:

Patent, copyright or unique design restrictions (**Sole Source**) *Attach verification from Manufacturer*

Proprietary rights in technical data and/or product formulations (e.g. cleaning compounds, lubricating oils, paint, etc.), which can only be determined through extensive laboratory analysis and examination (**Sole Source**) *Must attach verification from Manufacturer*

Only producer, such as utility supplier or construction material supplier, that will meet the specialized needs of the department or perform the intended function (**Sole Source**) * Must attach verification from Manufacturer*

Direct replacement parts, equipment or supplies that must be compatible with original equipment already installed but available only from the original equipment manufacturer. Most manufacturers have more than one dealer or distributor for their products. When this is the case, competition between dealers and/or distributors may be possible, eliminating the “sole or single source” restriction (**Single Source**) * Must attach verification from Manufacturer*

When tests and/or demonstrations of equipment, supplies, part, etc. under actual operating conditions reveal superior quality, performance, design or other characteristics in a brand product(s), which is **available** from only one source. Testing must be performed as often as practical (**Single Source**) * Must attach verification from Manufacturer*

Purchases for a brand product are to be made from one selected **supplier**, even though there are other suppliers that provide similar products. Options, such as pricing, availability, servicing, have been vetted and a supplier has been chosen that best meets the City’s needs (**Single Source**). *Must attach backup/supporting documentation to this form.

Maintenance, repair services or warranty which require specialized test equipment, procedures, and technical expertise available only from the original equipment manufacturer or authorized/licensed dealer/field service representative (**Single Source**) * Must attach verification from Manufacturer*



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The part(s)/equipment are required to permit standardization and operating efficiencies within the organization and the parts and equipment are only available through a sole or single source. If competition is available, the parts and equipment must be competed. **(Standardization)** *Must attach justification to this form. For brand-specific items, quotes should still be obtained*

Other: None or some of the above apply. *Detailed explanation and justification for this sole/single source request must be provided below. Attach additional pages as necessary*

E. Vendor Information

Vendor Name: Guardian Alliance Technologies, Inc. Vendor Number: _____
Address: 11 S. San Joaquin St., Suite 804, Stockton, CA 95202-3270
Contact: _____ Phone: 415-655-2240 Email: www.guardianalliancetechnologies.com

Vendor Tracking:

Check if Vendor Documents Current

YTD Dept Exp. (Inclusive): \$ 5,000.00

To be completed by Purchasing:

YTD City Wide Exp. (Inclusive): \$ 5,000.00

(For Purchasing Division)

Verified By: Keith Raney Date Posted: 11-5-20 - 11-12-20

Sole/Single Source Number: SS21-23 Eff. Date: 11-13-20 Exp. Date: 11-13-21

PURCHASE DETAILS



CITY OF NORTH PORT PROCUREMENT REQUEST FORM

SOLE/SINGLE SOURCE/STANDARDIZATION



Please provide the amount of the purchase for this product or service: \$ not to exceed \$5000.00

Account # 001-2100-521-35-00 Project # _____ Subtotal \$ 5000.00
 Account # _____ Project # _____ Subtotal \$ _____
 Account # _____ Project # _____ Subtotal \$ _____
 Account # _____ Project # _____ Subtotal \$ _____

Line Item No.	Description	Unit of Measure	Quantity	Unit Price	Extended Price
1	Investigative tool for backgrounds	\$	5,000	1.00	5000.00
Shipping (FOB Destination)					
Total					5000.00

Attach Additional Pages if Necessary

I approve the Sole/Single Source/Standardization procurement(s) as requested herein:

Requesting Department Director:  Date: 10/29/20

Budget Administrator: Lisa Herrmann Digitally signed by Lisa Herrmann
DN: cn=Lisa Herrmann, o=City of North Port, ou=Finance,
email=lherrmann@cityofnorthport.com, c=US
Date: 2020.11.12 14:53:25 -05'00' Date: _____

Purchasing: Ginny Duyn Digitally signed by Ginny Duyn
Date: 2020.11.12 15:59:50 -05'00' Date: _____

Finance Director (If applicable): Kimberly Ferrell Digitally signed by Kimberly Ferrell
Date: 2020.11.13 09:13:22 -05'00' Date: _____

Assistant City Manager (If applicable): _____ Date: _____

City Manager (If applicable): _____ Date: _____

Print Form **Clear All Fields**

10/23/2020

Captain Brian Gregory
North Port Police Department
4980 City Hall Blvd
North Port, FL 34286

Subject: Guardian Alliance Technologies Sole Source Justification

Dear Captain Gregory,

This letter is in response to your request for a Sole Source procurement letter. Guardian Alliance Technologies, Inc. provides the cloud-based Guardian Background Investigation Software Platform to law enforcement agencies across the country, providing a broad array of capabilities that are exclusively available through Guardian.

The list of mission critical features exclusive to the Guardian Platform is extensive and includes the following features which, without Guardian, would simply not be available to you from any other system:

- **National Applicant Information Center:** The National Applicant Information Center is a centralized applicant database that stores applicant PHQ information (certified PHQs) that have been released by the applicant and provides visibility by any/all investigators and agencies using the Guardian Platform. The NAIC is designed and maintained to ensure that it is compliant with the FBI CJIS Security Policy and all applicant PHQ's stored within it reflect all historical changes made by the applicant (if any) and makes them visible to any agency using Guardian.
- **Free Electronic Applicant Pre-Screening.** Guardian's Triage Center is a one of a kind collection of system features that allow you to intake all applicant PHQ's and perform pre-screening efficiently and 100% electronically - at no cost.
- **Automatic Generation of Investigation Reports.** The Guardian Platform automatically compiles comprehensive investigation reports automatically with no additional work required from your investigators, which provides the additional benefit of standardizing the format of all reports.
- **Digital Approval Ladder.** Guardian's fully digital approval ladder enables you to send investigation reports up the chain of command for review and approval or rejection electronically and efficiently.
- **No Set Up Fees**
- **No Training Fees.**
- **No Contract Term**
- **No Data Storage Fees**
- **Monthly Billing.** Guardian's "On Demand" billing policy ensures that you are only being charged for exactly the number of backgrounds processed using the Guardian Platform.

Guardian's solutions are developed within, and supported by, our organization for services in the state and local government marketplace. In addition, Guardian is the sole provider for all related solution training, system documentation, hosting services, and maintenance for all features and benefits described above.

If there are any questions relating to the exclusivity of the features described herein, please reach out at your convenience and we'll be happy to provide additional information, if necessary.

Sincerely,



Adam Anthony
COO

**PLATFORM ACTIVATION AGREEMENT
BETWEEN THE CITY OF NORTH PORT, FLORIDA,
AND GUARDIAN ALLIANCE TECHNOLOGIES, INC.**

THIS PLATFORM ACTIVATION AGREEMENT (the “Agreement”), is made and entered into by and between the City of North Port, Florida (“Customer”), whose address is 4790 City Hall Blvd., North Port, FL 34286, and Guardian Alliance Technologies, Inc. (“Guardian”), whose principal address is 11 S. San Joaquin St. #804, Stockton, CA 95202.

WITNESSETH

WHEREAS, Guardian has developed a cloud-based software platform (the “Guardian Platform”) for use by law enforcement agencies in performing employment related background investigations; and

WHEREAS, the North Port Police Department is a department of the Customer, and a law enforcement agency; and

WHEREAS, Guardian has integrated Social Media Screening functionality into the Platform, the technology for which is provided by Fama Technologies, Inc. Fama is a third-party beneficiary of this Agreement; and

WHEREAS, the Customer desires to utilize the Platform, and Guardian desires to provide the Platform to the Customer pursuant to the terms and conditions of this Agreement.

WHEREAS, the City Commission finds that this Agreement serves the public health, safety, and welfare of the citizens of the City of North Port.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Effective Date/Term**. This Agreement shall become effective on the date the City of North Port City Commission approves it (“Effective Date”) and shall remain in effect for one year (“Initial Term”). After the Initial Term, this Agreement shall automatically renew for additional one (1) year terms annually, unless otherwise terminated as provided below.
2. **Definitions**.
 - A. “Account Administrator” means an individual responsible for authorizing and managing all activity occurring under the Customer’s Account.
 - B. “Authorized User” means an individual registered and identified by the Account Administrator by name, and who is authorized to use the Services on behalf of the Customer.
 - C. “Terms of Service” means, collectively, the Guardian Terms of Service and Guardian Privacy Policy. The Terms of Service may be updated from time to time at the discretion of Guardian and/or any Integrated Service providers as defined in the Guardian Terms of Service, respectively.

- D. "Social Media Screening" means the collection of publicly available online Applicant information through the use of web-based software as a service software application owned by Fama Technologies, Inc. For the purpose of this Agreement, Social Media Screening is referred to as an "Integrated Service."
 - E. "OnDemand Services" means services available through the Platform which are available for a fee.
- 3. FCRA Compliance. Customer hereby acknowledges that Customer is solely responsible for its compliance with the Fair Credit Reporting Act ("FCRA") and any applicable state and local consumer reporting laws, in connection with its use of the Screening Service, if applicable.
 - 4. Termination. Guardian or the City Manager or designee may terminate this Agreement for any or no reason by providing the other party with thirty (30) days advance written notice of the termination.
 - 5. Scope of Services.
 - A. Activation. By entering into this Agreement, Customer hereby requests that Guardian establish and activate a Customer Account on the Guardian Platform for use by Customer and its Authorized Users.
 - B. Free and OnDemand Features.
 - 1) Certain features of the Guardian Platform are complementary (free for all Users). Other features are available on an OnDemand basis, and if/when Customer uses these features a fee will be charged to Customer. OnDemand Features include but are not limited to:
 - a) Investigation Processing.
 - b) Social Media Screening.
 - 2) Customer is under no obligation to use the OnDemand Features. Notwithstanding the foregoing, upon entering into this Agreement, Guardian shall make the Investigation Processing Services and Screening Services available for Customer's use on an OnDemand basis subject to the Fees set forth in Section 5.C. herein.
 - C. Fees.
 - 1) Investigation Processing – \$50.00 per investigation assigned to an investigator.
 - 2) Screening Service – \$40.00 per screening.
 - D. Payment Terms. Customer will be invoiced at the beginning of each calendar month for all use of the Investigation Processing and Screening Service features during the previous calendar month. In accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, *et seq.*, Customer's payments shall be due forty-five (45) days after receipt of invoice.

- E. Failure to Pay/Customer Conduct. Guardian reserves the right to deactivate Customer's access to the Platform if any payment is not received within 60 days of the invoice date.
 - F. Late Fee. Guardian reserves the right to charge a late fee of 1% per month on all invoices not paid within 60 days of issuance. Guardian must invoice Customer for any interest accrued in order to receive the interest payment.
 - G. Additional Authorized Users. The Account Administrator shall have the authority and ability, through their User Account, to establish as many User Accounts for Customer's employees that are Authorized to use the Services on Customer's behalf. Additionally, the Account Administrator is responsible for deactivating Authorized User accounts when necessary.
 - H. Security. Each of the Parties agree to maintain a security program consistent with federal and state laws, regulations, and standards, including the Criminal Justice Information Services ("CJIS") Security Policy, as well as any other applicable policies and standards established by the CJIS Advisory Policy Board ("APB").
 - I. Terms of Service. By accessing and using the Services, Customer agrees to be bound by the Guardian Terms of Service. To the extent that any of the provisions of the Guardian Terms of Service differ from any of the provisions contained in this Agreement, the provisions contained herein shall supersede.
6. Whitelist. Customer will whitelist all domains as may be indicated by Guardian at any time during the Term of this Agreement, including but not limited to:
- A. guardian.network.org
 - B. www.guardianalliancetek.com
 - C. www.guardianalliancetechnologies.com

(Note: Content filtering systems in use by Customer, if any, may unexpectedly cut parts of html pages out of the user interface as well as some email traffic, lead to unexpected errors, broken links, unclickable buttons, partially loaded pages, or other unintended/unpredictable behaviors with the Services. These issues are completely resolved by "whitelisting" all Guardian domains.)

- 7. Marketing. Guardian may use Customer's name as part of a general list of Customers and may refer to Customer as a user of the Services in its general advertising and marketing materials.
- 8. Notice. Any notice, request, or communication under this Agreement must be in writing and must be given to such party at its address listed below or such other address as such party may hereafter specify for the purpose of such to the other party.

If to Guardian: Adam Anthony
11 S. San Joaquin St., 8th Floor
Stockton, CA 95202

418-655-2733
adam@guardianalliancetechnologies.com

Kim Johnson, VP Relationship Management
Guardian Alliance Technologies, Inc.
11 S. San Joaquin St., 8th Floor, Stockton, CA 95202
kim@guardianalliancetechnologies.com
415-655-2243

If to City: John McDowell
North Port Police Department
4980 City Hall Blvd.
North Port, FL 34286
jmcdowell@northportpd.com
941-429-7357

With a copy of
Notices and
Demands to: City of North Port, Florida
City Attorney
4970 City Hall Blvd.
North Port, FL 34286
northportcityattorney@cityofnorthport.com

9. General Provisions.

- A. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Amendments. Either party may request changes to this Agreement. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to Guardian. Only the City Commission can approve increases in compensation under this Agreement.
- B. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.
- C. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

- D. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.
- E. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant shall not be construed as a waiver of a subsequent breach by the other party.
- F. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed that no provision contained herein, or any acts of the parties shall be deemed to create any relationship between them other than that as detailed herein.
- G. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. Guardian shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
- H. Third Party Beneficiary Rights. With the exception of Fama Technologies, Inc., the parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- I. Assignment. Guardian shall not assign this Agreement or any right or responsibility therein without the written consent of the City.
- J. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.

10. Indemnification.

- A. **To the extent permitted by Florida law, Guardian shall indemnify, defend, and hold harmless the City, its commissioners, officers, agents, and employees, from all liabilities, fines, claims, assessments, suits, judgments, damages, losses and costs, including consequential, special, indirect, and punitive damages, (including but not limited to reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on**

appeal, or in the collection of attorneys' fees), arising out of any acts, actions, breaches, neglect, or omissions of Guardian, or Guardian's officers, employees, agents, volunteers, participants, and other persons employed or utilized by Guardian in the performance of, or the failure to perform, this Agreement.

- B. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).
- C. Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Florida Statutes, Section 768.28. This Agreement does not constitute a waiver of sovereign immunity or consent by the City or its subdivisions to suit by third parties. The terms of this section survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the latest date indicated below.

GUARDIAN ALLIANCE TECHNOLOGIES, INC.



Adam Anthony
Chief Operating Officer

Date: 10/08/20

Approved by the City of North Port City Commission on the ____ day of _____ 2020.

CITY OF NORTH PORT, FLORIDA

Peter D. Lear, CPA, CGMA
City Manager

ATTEST

Heather Taylor, CMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Amber L. Slayton
City Attorney



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD
NORTH PORT, FLORIDA 34286
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



NOTICE OF INTENT TO AWARD A SOLE/SINGLE SOURCE PROCUREMENT

Sole/Single Source No: **SS NO. 21-23**

Date Posted: **November 5, 2020**

Written Response Due Date: **NOVEMBER 12, 2020**

This is **not** a Request for Proposals and there is no solicitation available. The proposed contract action is for product or services for which the City intends to negotiate and award with only one contractor/vendor under the authority of and in accordance with Florida State Statute 287.057(5)(c). Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will **not** be considered as proposals, bids, or quotes.

☞ **DESCRIPTION OF SERVICE/PRODUCT:** **Background Investigative Tool**

☞ **AMOUNT** (This is an acquisition with an estimated value of): **\$5,000.00**

☞ **VENDOR:** **Guardian Alliance Technologies, Inc.**

Interested firms or individuals may identify their interest and capability to respond to the requirement by submitting in writing their name, address, point of contact, telephone number, e-mail, and a statement regarding capability to provide the specified procurement per the attached specifications. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within seven (7) calendar days after the date of publication of this synopsis will be reviewed by the City. A determination by the Procurement Manager not to compete this proposed action based on the responses to this notice is solely within the discretion and approval of the Procurement Manager and City Manager.

All sole/single source purchases exceeding the formal threshold indicated in the policies and procedures manual will require Commission Approval.

All responses must be in writing and returned to **ATTENTION: PURCHASING**, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida, 34286 or by: Fax 941-429-7173, or by e-mail purchasing@cityofnorthport.com. Note the number of the Sole Source Information inquiry on documentation.

Information regarding this Intent may be viewed and downloaded from DemandStar's website at www.demandstar.com. Links to DemandStar are also available from the City website at www.cityofnorthport.com. This Notice of Intent is posted on the City FTP site at <http://apps.cityofnorthport.com/ftpinfo/default.aspx>. If you have any questions, concerns, or problems accessing this request using the link, please contact Keith Raney, Contract Administrator II, at 941.429.7103. Request for additional information or clarification regarding the specifications must

be sent via facsimile to 941.429.7173 or via email to purchasing@cityofnorthport.com. No verbal requests will be honored.