



# 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: CMO/IT NAME OF REQUESTOR: Vicki Edwards  
If Applicable: COMMISSION MEETING DATE: 23-0200 AGENDA ITEM NUMBER: 02/14/2023

*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)

Audio recording equipment and software that are located in the Commission Chambers.

**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)

BIS Digital provides the maintenance, training, support and software upgrades to this equipment and software. IT has standardized on this hardware/software from this audio/visual 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**):

NA



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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**):

NA

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\*



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



☒ The part(s)/equipment are required to permit standardization and operating efficiencies within the organization and the parts and equipment are only available thorough 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: BIS Digital Inc. Vendor Number: 4238  
Address: 1350 NE 56th Street STE 300 Ft. Lauderdale FL 33334  
Contact: \_\_\_\_\_ Phone: 800-834-7674 Email: ap@bisdigital.com

#### Vendor Tracking:

☒ Check if Vendor Documents Current

YTD Dept Exp. (Inclusive): \$ 5,520.00

#### To be completed by Purchasing:

YTD City Wide Exp. (Inclusive): \$ \_\_\_\_\_

#### (For Purchasing Division)

Verified By: \_\_\_\_\_ Date Posted: \_\_\_\_\_

Sole/Single Source Number: \_\_\_\_\_ Eff. Date: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

### 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: \$ 5,520.00

Account # 001-0710-516-46-01 Project # \_\_\_\_\_ Subtotal \$ 5,520.00  
Account # \_\_\_\_\_ Project # \_\_\_\_\_ Subtotal \$ \_\_\_\_\_  
Account # \_\_\_\_\_ Project # \_\_\_\_\_ Subtotal \$ \_\_\_\_\_  
Account # \_\_\_\_\_ Project # \_\_\_\_\_ Subtotal \$ \_\_\_\_\_

Line Item No.	Description	Unit of Measure	Quantity	Unit Price	Extended Price
1	Hardware/software renewal	Each	1	5,520.00	5,520.00
	Shipping (FOB Destination)				
Total					5,520.00

**\*Attach Additional Pages if Necessary\***

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

Requesting Department Director: Eric Ryan Digitally signed by Eric Ryan  
DN: CN=Eric Ryan, O=City of North Port, OU=Information Technology,  
E=eryan@cityofnorthport.com, C=US  
Reason: I have reviewed this document  
Location:  
Date: 2023.01.18 08:45:01 -05'00'  
Foxit PDF Editor Version: 12.0.0 Date: 1/18/23

Budget Administrator: Lisa Herrmann Digitally signed by Lisa Herrmann  
Date: 2023.01.19 15:16:07 -05'00' Date: \_\_\_\_\_

Purchasing: Ginny Duyn Digitally signed by Ginny Duyn  
Date: 2023.01.19 15:10:27 -05'00' Date: \_\_\_\_\_

Finance Director (If applicable): Kimberly Williams Digitally signed by Kimberly Williams  
DN: CN=Kimberly Williams, O=City of North Port, OU=Finance Dept, OU=Finance Area, CN=Kimberly Williams  
Reason: I am the author of this document  
Location:  
Date: 2023.01.19 15:52:17 -05'00'  
Foxit PDF Reader Version: 12.1.0 Date: \_\_\_\_\_

Assistant City Manager (If applicable): Juliana B. Bellia Digitally signed by Juliana B. Bellia  
Date: 2023.01.23 06:12:42 -05'00' Date: \_\_\_\_\_

City Manager (If applicable): \_\_\_\_\_ Date: \_\_\_\_\_

**Print Form**

**Clear All Fields**



December 1, 2022

City of North Port  
Attn.: Vicky Edwards  
4970 City Hall Blvd.  
North Port, FL 34286

To Whom it May Concern,

BIS Digital, Inc. (Business Information Systems) in partnership with HCI is the sole developer, designer, and manufacturer of the DCR product line.

BIS Digital is the only provider of DCR software updates, maintenance, and support.

DCR was designed for the purpose of capturing mission-critical audio and video, and BIS Digital is the only distributor and servicer for the product nationwide.

For more information about DCR products and services, please contact your account manager, Josh Stephens at [josh.stephens@bisdigital.com](mailto:josh.stephens@bisdigital.com) or 800.834.7674 ext. 4040.

Sincerely,

A handwritten signature in black ink, appearing to read "Kirk".

Kirk Ambrose  
Vice President



1350 NE 56th Street, Suite 300  
Ft. Lauderdale, FL 33334



Sales: (800) 834-7674  
Support: (800) 715-1234



Email: [info@bisdigital.com](mailto:info@bisdigital.com)  
Web: [www.bisdigital.com](http://www.bisdigital.com)

January 9, 2023

City of North Port  
4970 City Hall Blvd.  
North Port, FL 34286

RE: BIS Digital Technical Support Agreement

Annual Full Support Agreement with Hardware Replacement and SAS	
Effective Date	11/01/2022
Account Number	NOR003
Contract Number	23-11-A-51817/M-50011488
Contract Amount	\$5,520.00

Hello,

Attached is your Full Support Agreement. Please sign the electronic document.

Without a signed support agreement, you will be charged hourly for technical support.

Thank you for the opportunity to serve your audio and video technology needs. If you have any questions, please do not hesitate to contact me at 800-834-7674, ext. 4511 or email me at [BIScontracts@bisdigital.com](mailto:BIScontracts@bisdigital.com).

Best regards,

**Maria-Virginia A. Gonzalez**

Maria-Virginia A. Gonzalez  
Staff Accountant



1350 NE 56th Street, Suite 300  
Ft. Lauderdale, FL 33334



Sales: (800) 834-7674  
Support: (800) 715-1234



Email: [info@bisdigital.com](mailto:info@bisdigital.com)  
Web: [www.bisdigital.com](http://www.bisdigital.com)

## FULL SUPPORT AGREEMENT (HR & SAS)

*Between:*

**BIS Digital, Inc.**

1350 NE 56<sup>th</sup> Street, Suite 300  
Fort Lauderdale, FL 33334-6142  
Phone: (800) 834-7674  
Fax: (877) 858-5611  
Email: support@bisdigital.com

*And:*

**City of North Port**

4970 City Hall Blvd.  
North Port, FL 34286  
Phone: (941) 429-7056  
Contract #:23-11-A-51817/M-50011488

BIS Digital, Inc., agrees to provide system support for the software and hardware listed below, in accordance with the terms and conditions of this agreement.

### 1. TERMS AND CONDITIONS

- A. The term of this agreement is for an initial period of twelve (12) months from the effective date. Upon expiration of the initial term, this agreement shall automatically renew for successive periods of twelve (12) months. Written notice of the intent to terminate must be provided and shall be effective sixty (60) days from the date of notice. If cancelled mid-month, the effective date of cancellation will be the first day of the following month following the 60-day notification.
- B. The agreement entitles the user to telephone support 24 hours per day, 7 days per week and on-site support Monday - Friday (8AM – 5PM ET) on covered items.
- C. User training is included for the term of agreement.
- D. This support agreement is for the installed BIS Digital integrated system. Any changes or enhancements may incur additional coverage costs.
- E. Charges for maintenance and support for reasons outside of BIS Digital's control, arising from neglect, negligence, misuse, acts of God, modifications to, or failures of systems software and/or hardware not covered under this agreement shall be billed separately.
- F. Due to the many components that comprise a BIS Digital integrated system, certain components may be discontinued or reach end of life (EOL) by the manufacturer. If a component reaches EOL and a replacement from the manufacturer is not available, BIS Digital will provide a quotation for replacement with a comparable product.
- G. BIS Digital may increase maintenance service contract fees associated with hardware replacement if the price of the covered hardware replacement costs 30% or more than the original price.
- H. BIS Digital agrees to provide customer thirty (30) days' notice in the event of a price increase.
- I. 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. The Contractor 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.

### 2. COVERAGES

- A. DCR Software: All BIS Digital supplied licenses will receive annual upgrades as they become available.
- B. Hardware Accessories: Digital Mixers, PA Components, Microphones, Hearing Impaired Devices, USB Foot Controls. Customer will be responsible for shipping defective unit(s) to BIS Digital. BIS Digital will replace or repair and ship back to customer.

Initials: S.C. / \_\_\_\_\_  
BIS Digital Customer

- C. Excluded Hardware: Personal Computers (PCs), Laptop Computers, Servers, Tablets, Display Monitors, TVs, Projectors and Headsets. BIS Digital will handle repairs via manufacturer's warranty.
- D. Re-wiring required for structural, or design changes, remodeling, or renovations is not covered. BIS Digital can provide a quotation based on client needs.

3. **CUSTOMER RESPONSIBILITY**

- A. Maintain a current backup of all data.
- B. Designate a systems administrator to serve as a liaison with BIS Digital technical support.

4. **CONFIDENTIALITY**

- A. BIS Digital, Inc. agrees that all customer data that may be entered into the system is strictly confidential. BIS Digital shall not, without prior written consent, disclose to any third party any such data acquired in connection with this agreement or any other services.

5. **PAYMENT**

- A. Invoices shall be sent once per year and payment shall be due in full upon receipt.
- B. Support coverage may be discontinued for non-payment of any invoice greater than thirty (30) days.

6. **LIABILITY**

- A. BIS Digital, Inc. will not be liable for any direct or indirect losses or damages, or any other claims arising in connection with this agreement to the user, including loss of data, productivity, or earnings due to equipment down time.
- B. BIS Digital's sole responsibility with respect to the maintenance and support shall be limited to those outlined in this agreement.
- C. The laws of the State of Florida shall govern this agreement and any litigation shall occur in Sarasota County, Florida.

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This agreement covers the following equipment:

Upgrade all 4 systems on Invoice# 68335

Purchased on Invoice #51817 / PO#032726

Installed on 03/31/2006

- > DCR 4 Channel for Tower w/Software Assurance (2)
- > DCR 4 Channel for Laptop & w/Software Assurance (1)
- > Digital Mixer - 4Channel (3)
- > Video Capture Card (1)
- > Pro44 Microphones (4)
- > Foot Pedal (5)

Initials: S.C. / \_\_\_\_\_  
BIS Digital Customer





December 1, 2022

City of North Port  
Attn.: Vicky Edwards  
4970 City Hall Blvd.  
North Port, FL 34286

To Whom it May Concern,

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For more information about DCR products and services, please contact your account manager, Josh Stephens at [josh.stephens@bisdigital.com](mailto:josh.stephens@bisdigital.com) or 800.834.7674 ext. 4040.

Sincerely,

A handwritten signature in black ink, appearing to read "Kirk".

Kirk Ambrose  
Vice President



1350 NE 56th Street, Suite 300  
Ft. Lauderdale, FL 33334



Sales: (800) 834-7674  
Support: (800) 715-1234



Email: [info@bisdigital.com](mailto:info@bisdigital.com)  
Web: [www.bisdigital.com](http://www.bisdigital.com)



Purchased on Inv. #61363/PO #043637  
Installed on 07/28/2011

- > DCR 4ch Digital Recording Software for Laptop w/ software Assurance (1)
- > USB Digital Audio Mixer {s/n: 1101C1092}
- > CD/DVD Archive Software (1)
- > USB Foot Pedal (1)

Purchased on invoice #72790  
Installed on 05/17/2017

- > DCR (4 Channel) Digital Audio/Video Recording Software w/Software Assurance (1)
- > MX248 USB Audio Mixer (4 Channel) (1) {SN: 1608SC1159}
- > Unidirectional Condenser Boundary Microphone (4)
- > BIS Boundary Effect Mic Sta

The terms and conditions stated herein form the complete agreement between the parties. Any additions to this agreement (new systems) will be prorated to coincide with this contract.

Effective Date: 11/01/2022  
Contract #: 23-11-A-51817/M-50011488  
Annual Contract Amount: \$5,520.00

Accepted By:

BIS Digital, Inc.

City of North Port

Steve Coldren

By Steve Coldren

By A. Jerome Fletcher

President

Title

City Manager

Title

January 9, 2023

Date

Date

WITNESS:

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Approved as to form and correctness:

BY: \_\_\_\_\_

CITY ATTORNEY

Print Name: \_\_\_\_\_

Initials: S.C. / \_\_\_\_\_  
BIS Digital Customer