

**AGREEMENT FOR
MOBILE DATA TECHNICIAN**

THIS AGREEMENT, made this 5 day of AUGUST 2013, is by and between the City of Fort Lauderdale, a Florida municipality, ("City") whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Control Communications Inc., a Florida corporation, ("Contractor" or "Company"), whose address and phone number are 3650 Hacienda Boulevard, Suite C, Davie, FL 33314, Phone: 954-791-8040, Fax: 954-791-1772, Email: sales@controlusa.com, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Request for Proposal No. 735-11174, Mobile Data Technician, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's response to the RFP, dated March 5, 2013, ("Exhibit B"), except that the nine-page document titled "Terms and Conditions," contained in the Contractor's response to the RFP, is excluded.

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated AUGUST 5, 2013, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on April 16, 2013, and shall end on April 15, 2014. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), and *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 24 Fla. L. Weekly C252 (Fla. May 6, 2013), and their progeny, this Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes, as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes, as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes , as may be amended or revised.

CC. Public Records

Contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2012), as may be amended or revised, or as otherwise provided by law.



- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]
City Manager

Approved as to form:

[Signature]
Senior Assistant City Attorney

CONTRACTOR

By: [Signature]
Print Name: S. RODRIGUEZ
President

ATTEST
By: [Signature]
Print Name: S. RODRIGUEZ
Secretary

(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me this 5 day of August, 2013, by Sigfredo Rodriguez as president for Control Communications, Inc., a Florida corporation.

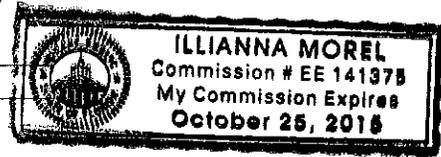
(SEAL)

[Signature]
Notary Public, State of Florida
(Signature of Notary Public)

[Signature]

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced _____



Solicitation 735-11174

Mobile Data Technician

Bid designation: Public

**CONTRACT
COPY**



CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 735-11174 Mobile Data Technician

Bid Number **735-11174**
 Bid Title **Mobile Data Technician**

Bid Start Date **Feb 6, 2013 8:17:23 AM EST**
 Bid End Date **Mar 21, 2013 2:00:00 PM EDT**
 Question &
 Answer End **Mar 18, 2013 5:00:00 PM EDT**
 Date

Bid Contact **Richard Ewell**
Procurement Specialist II
Procurement Services
954-828-5138
rewell@fortlauderdale.gov

Changes made on Mar 6, 2013 12:25:05 PM EST

Previous End Date	Mar 6, 2013 2:00:00 PM EST	New End Date	Mar 14, 2013 2:00:00 PM EDT
Previous Q & A End Date	Feb 20, 2013 4:00:00 PM EST	New Q & A End Date	Mar 7, 2013 5:00:00 PM EST

Changes made on Mar 14, 2013 11:49:08 AM EDT

Previous End Date	Mar 14, 2013 2:00:00 PM EDT	New End Date	Mar 21, 2013 2:00:00 PM EDT
Previous Q & A End Date	Mar 7, 2013 5:00:00 PM EST	New Q & A End Date	Mar 18, 2013 5:00:00 PM EDT

Changes were made to the following items:

Mobile Data Technician

Description

This is professional and technical work of more than average difficulty directly supporting the City's Mobile Data Technology (MDT) equipment and systems.

Responsibilities include configuring, arranging for installation, troubleshooting and maintaining mobile communications technology and computer equipment, automatic vehicle location (AVL), and peripheral equipment. A majority of the work is accomplished inside City vehicles at various locations throughout the city. Work also includes researching and recommending improvements to current systems and procedures, and assisting City ITS personnel. Work requires the ability to communicate effectively with all levels of users in order to extract information regarding problems in order to quicken resolution.

Under general supervision, the contractor is required to exercise reasonable initiative and independent judgment in performing work assignments.

For a copy of the RFP, go to www.bidsync.com.

Added on Mar 14, 2013:

Extend end date to 2:00 March 21.

Changes made on Mar 14, 2013 11:49:08 AM EDT

RFP #735-11174**TITLE: Mobile Data Technician****PART I – INTRODUCTION/INFORMATION****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide an on-site mobile data technician for the City's Information Technology Services Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

04. ELIGIBILITY

To be eligible to respond to this RFP, the proposing firm and/or individual must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, to at least one City similar in size and complexity to the City of Fort Lauderdale.

05. PRICING/DELIVERY

All pricing should be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

06. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

07. AWARD

The City reserves the right to award to that proposer who will best serve the interests of the City, for the product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

08. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

PART II - RFP SCHEDULE

EVENT	DATE/TIME
Release of RFP	2/6/13
Deadline for Questions/Request for Clarifications	2/20/13
Proposal Due Date/Time (Deadline)	3/6/13

PART III - SPECIAL CONDITIONS**01. GENERAL CONDITIONS**

RFP General Conditions Form G-107 Rev. 01/13 (GC) are included and made a part of this RFP.

02. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

03. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

04. CONTRACTORS' COSTS

The City shall not be liable for any costs incurred by Contractor in responding to this RFP.

05. RULES AND PROPOSALS

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.

06. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City or April 1, 2013, whichever is later, and shall expire one year from that date. The City reserves the right to extend the contract for three additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

07. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

08. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

09. RELATED EXPENSES/TRAVEL EXPENSES

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

10. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

11. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

12. **SUBSTITUTION OF PERSONNEL**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

13. **INSURANCE**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

14. SUBCONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

15. INSURANCE – SUBCONTRACTORS

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the

contractor.

16. OWNERSHIP OF WORK

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

17. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

18. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

19. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the

City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

20. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

<http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf> .

21. BID TABULATIONS/INTENT TO AWARD

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at

http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at

<http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

22. SAMPLE CONTRACT AGREEMENT

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website

<http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

23. LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement, Attachment "A" of this RFP, as applicable to the local business preference class claimed **at the time of proposal submittal**:

Upon formal request of the City, based on the application of a local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of proposal submittal shall result in the Proposer being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

<http://www.fortlauderdale.gov/purchasing/index.htm>

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. GENERAL INFORMATION/INTENT

This is professional and technical work of more than average difficulty directly supporting the City's Mobile Data Technology (MDT) equipment and systems.

Responsibilities include configuring, arranging for installation, troubleshooting and maintaining mobile communications technology and computer equipment, automatic vehicle location (AVL), and peripheral equipment. A majority of the work is accomplished inside City vehicles at various locations throughout the city. Work also includes researching and recommending improvements to current systems and procedures, and assisting City ITS personnel. Work requires the ability to communicate effectively with all levels of users in order to extract information regarding problems in order to quicken resolution.

Under general supervision, the contractor is required to exercise reasonable initiative and independent judgment in performing work assignments.

02. EXAMPLES OF WORK PERFORMED

Coordinates with Police, Fire-Rescue, Public Works, Information Technology Services (ITS) and other City staff for configuring, arranging for installation, repairing, upgrading and replacing mobile data technology used in City vehicles.

Configures user software, and hardware peripherals in preparation for deployment. Arranges for installation of MDT and AVL equipment into Fire-Rescue, Patrol, and other City vehicles.

Troubleshoots, isolates, and identifies failures and resolves problems related to City MDT and AVL equipment; determines if disconnects are the result of hardware or vandalism.

Performs basic maintenance on City MDT and AVL equipment; coordinates with Police Department ITS staff on hardware in need of service.

Coordinates with Police ITS staff and Dispatch to identify and resolve problems with units not reporting AVL data.

Meets regularly with City ITS staff to exchange information on the data system including security plans and enhancement to systems.

Maintains inventory control of all City MDT and AVL equipment including laptops, modems, global positioning system (GPS) devices, antennas and spare parts.

Performs related work as required.

03. KNOWLEDGE, SKILLS AND ABILITIES

Thorough knowledge of mobile data technology communication systems and hardware.

Ability to troubleshoot MDT and AVL hardware and peripheral problems, and to implement appropriate solutions.

Ability to establish and maintain effective working relationships with end users, other City employees, vendors and the general public.

Ability to communicate effectively, both orally and in writing.

Ability to bend, stoop, crouch and lift up to 40 pounds in order to install or replace moderately heavy computer equipment or other hardware components.

Ability to work outside of normal business hours.

Ability to work indoor and outdoors year round.

Visual acuity to operate MDT and other communications equipment and related peripherals.

04. REQUIREMENTS

1. Two years of increasingly responsible experience managing installation and maintenance of mobile computer communications systems.
2. Possess or be able to obtain a State of Florida driver's license.

05. ADMINISTRATION OF CONTRACT

Overall performance under the resultant contract shall be supervised by the Information Technology Department. If at any time during the contract period, performance is deemed to be unsatisfactory, the Contractor upon notification by the City shall take such steps necessary to perform, as per specifications. If at any time, in the opinion of the City, there has been a breach of contract, the Contractor shall be notified and a hearing shall be set for a date within fifteen (30) days of such notice.

At that time, the Director of Information Technology and Deputy Director of Finance, or their designees, shall hear the Contractor and City representatives. The City shall make a determination as to whether or not there have been a breach of contract, and shall direct what further action shall be taken.

If, in the determination of the City, a breach of contract exists the City may terminate the right of the Contractor to proceed under this contract or with such part or parts of the contract as are determined to be in default. The City may hold the Contractor liable for any damages caused to the City by reason of such default or termination.

In the event of a termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor shall not be relieved of any liability to the City for damages sustained by the City by reason of any breach of contract by the Contractor. The City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damage due the City from the Contractor is determined.

The Contractor shall not be held liable for damages under this Contract solely for reasons of delay, if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract because of this delay.

PART V – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

Past performance, similar projects and references.	35%
Experience, qualifications, and past performance of the proposing firm including persons proposed for the project and facilities and resources.	35%
Cost to the City	30%
TOTAL PERCENT AVAILABLE:	100%

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

THIS IS A PAPER RFP WITH CD's. All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (6) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.

THE ABOVE REQUIREMENTS TOTAL (7) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE (1) CD COPY OF YOUR PROPOSAL. CD COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPENCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.

PART VII - PROPOSAL PAGES – COST PROPOSAL

Hourly Rate: \$ _____

Proposer to provide a not-to-exceed hourly rate for on-site Mobile Data Technician, based on 8 hour per day, for at least one and up to five days per week, City designated holidays excluded.

PART VIII - PROPOSAL PAGES - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

- Tab 1: Bid/Proposal and Signature pages
- Tab 2: Cost Proposal Page
- Tab 3: Required Documents:
Non-Collusion Statement
Certificate of Insurance
Local Vendor Preference Form
- Tab 4: Letter of Interest, The letter of interest may contain any other information not in the proposal but should not exceed two (2) pages.
- Tab 5: Company Profile - Include legal name, address, telephone number, e-mail address, web page address, etc. of the proposer, together with legal entity business structure (corporation, partnership, etc.). Firm must be established as a legal entity in the State of Florida. Provide brief but complete history of business, hours on operation, and number of years in business. State whether the firm is local, regional, or national; and give a list of owners and / or partners, and managers of the firm. Include their names, addresses, phone numbers and brief resumes. Include any additional information that your firm wishes to supply to augment this proposal.
- Tab 6: Qualifications / Experience – Indicate the qualifications and experience of each individual that will be providing service under this contract. Must demonstrate at least 2 years of experience in planning, organizing and implementing mobile data systems technology.
- Document the following KNOWLEDGE, SKILLS AND ABILITIES:
- Considerable knowledge of mobile data technology, automatic vehicle location systems, wireless cellular technology, and virtual private networks.
- Ability to communicate effectively, both orally and in writing.
- Ability to establish and maintain effective working relationships with employees, vendor representatives, and the general public.
- Tab 7: References/Similar Services - Proposers shall describe other contracts under which service similar in scope, size or discipline to the required services were performed or undertaken within the last five years (minimum of three).
- A list of current and former major accounts along with contact persons name and phone number(s) This list should include accounts that represent company's

experience with municipalities of similar size and exposures as the City of Fort Lauderdale.

Tab 8: Professional Licenses, Degrees and Certificates – Submit a copy of all College Degrees, Licenses, Certificates, Registrations, Permits etc. that your company / staff assigned to this assignment possesses – Company must be licensed and/or registered in the State of Florida in all required disciplines.

RFP NO. 735-11174

TITLE: Mobile Data Technician

ATTACHMENT "A"
LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this RFP. Violation of the foregoing provision may result in contract termination.

(1) Business Name is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) Business Name is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) Business Name is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) Business Name requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) Business Name requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) Business Name is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")

PROPOSER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____

STATE OF _____
COUNTY OF _____
NAME SIGNATURE DATE

The foregoing instrument was acknowledged before me this ___ day of ___, 20___, by ___ and ___ as ___ and ___ respectively, ___ They are [] personally known to me or [] have produced ___ as identification.

(SEAL)

Notary Public, State of
(Signature of Notary taking Acknowledgment)
Name of Notary Typed, Printed or Stamped
My Commission Expires:
Commission Number

August 1, 2012

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS

The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS:

Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS:

To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 MODEL NUMBER CORRECTIONS:

If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

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- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is **59-6000319**, and State Sales tax exemption number is **85-8013875578C-1**.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold

harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.

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- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City for reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, Form G-107 Rev. 01/13

and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: _____
(signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Payment Terms (section 1.04): _____ Total Bid Discount (section 1.05): _____

Does your firm qualify for MBE or WBE status (section 1.09): MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No. _____ Date Issued _____

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES _____ NO _____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variations:

Question and Answers for Bid #735-11174 - Mobile Data Technician

OVERALL BID QUESTIONS

Question 1

1. Is this a new contract or is there an incumbent?
2. If there is an incumbent, what company is it?
3. Does the incumbent plan/is eligible to respond to this RFP?
4. Are we correct to assume that City of Ft Lauderdale is looking for one full-time contractor to perform the services described herein?
5. What is the contract duration for this position?
6. What is the expected start date for this position?
7. What is the proposed budget for this contract?
8. Per local business definitions, could you please clarify Class A description: ¿Class A Business ¿ shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.¿
In this proposal¿s case, would that mean that all employees of the staffing company should be Fort Lauderdale residents? Can a staffing company that is headquartered in Fort Lauderdale, employs one Ft Lauderdale resident among its other employees, and submits for this RFP a candidate who is also a Fort Lauderdale resident be considered Class A business?

(Submitted: Feb 8, 2013 9:33:52 AM EST)

Answer

- 1. There is an incumbent
- 2. Control Communications
- 3. They are eligible. We don't know if they plan on responding.
- 4. No
- 5. Per Part III, Section 06 of the RFP specifications: One year
- 6. Per Part III, Section 06 of the RFP specifications: 4/1/13 or date of award, whichever is later.
- 7. \$50,000
- 8. Will advise **(Answered: Feb 8, 2013 3:30:38 PM EST)**

Question 2

Could you please expand on the requirements for similar past performance? If a vendor has staffed network support type positions with government agencies in the past, but those positions did not involve the specific technologies mentioned in this SOW, would they still be considered as relevant experience? **(Submitted: Feb 8, 2013 2:35:50 PM EST)**

Answer

- Requirements for similar past performance are described in the first 4 sections of Part IV – Technical Specifications/Scope of Services.

Other support will be considered but the more closely it adheres to what is described in Part IV of the bid the higher it will be ranked. **(Answered: Feb 11, 2013 9:35:08 AM EST)**

Question 3

Could you please expand on the requirements for similar past performance? If a vendor has staffed network support type positions with government agencies in the past, but those positions did not involve the specific technologies mentioned in this SOW, would they still be considered as relevant experience? **(Submitted: Feb 8, 2013 2:35:55 PM EST)**

Answer

- See question 2 above. **(Answered: Feb 11, 2013 9:35:08 AM EST)**

City of Fort Lauderdale

Mobile Data Technician



CONTRACT
COPY

Request For Proposal: NO. RFP 735-11174

Response Proposed By: Control Communications, Inc.

3650 Hacienda Blvd. Suite C

Davie, Florida 33314

Roland Burrell III

✉ RBurrell@controlusa.com

☎ (954) 791-8040

📠 (954) 791-1772

Table of Contents

Tab 1Bid / Proposal and Signature

- MBE Certificate

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Tab 3.....Required Documents

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- Certificates of Insurance
- Broward County Tax Receipt
- Local Vendor Preference Form

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- Premier Service Partner Letter

Tab 5.....Company Profile

Tab 6.....Qualifications / Experience

- Teaming Letter
- Employee Profiles and Licenses

Tab 7.....References

- Current and Former Major Accounts List

Tab 8.....Professional Licenses, Degrees, and Certificates

BID/PROPOSAL SIGNATURE PAGE

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The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: [Signature] (signature) 3/5/13 (date)

Name (printed) Roland C Burrell III Title: Sales and Marketing Director

Company: (Legal Registration) Control Communications, Inc.

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: 3650 Hacienda Blvd. Suite C

City Davie State: FL Zip 33314

Telephone No. ⁽⁹⁵⁴⁾ 791-8040 FAX No. ⁽⁹⁵⁴⁾ 791-1772 Email: Sales@controlusa.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 10 Days

Payment Terms (section 1.04): Monthly Total Bid Discount (section 1.05): 20%

Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No. Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES NO

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variations: _____

State of Florida

Minority, Women & Florida Veteran
Business Certification

Control Communications, Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

07/05/2012 to 07/05/2014

Scott Stewart

Scott Stewart, Interim Secretary
Florida Department of Management Services



DEPARTMENT OF MANAGEMENT
SERVICES



PART VII - PROPOSAL PAGES - COST PROPOSAL

Hourly Rate:

\$ 80⁰⁰

Proposer to provide a not-to-exceed hourly rate for on-site Mobile Data Technician, based on 8 hour per day, for at least one and up to five days per week, City designated holidays excluded.

Terms and Conditions

1. DEFINITIONS

1) In this Contract:

- a) "Business Day" means 8:00 am to 5:00 pm Eastern Time from Monday through Friday excluding holidays observed by The United States of America.
- b) "Change Request" is a written request from the Vendor to the Customer to consider whether certain Services or Materials are or are about to be outside the scope of this Contract.
- c) "Confidential Information" means Customer Confidential Information and Vendor Confidential Information.
- d) "Confidentiality Legislation" means any statutory or regulatory requirement, as amended, revised or substituted from time to time, to keep information confidential including the Freedom of Information and Protection of Privacy Act of the State of Florida.
- e) "Contract" consists of the Request for Proposals, the Proposal and this document.
- f) "Materials" include all the working papers, surveys, notes, plans, designs, reports, records, studies, drawings, examinations, assessments, procedures, specifications, evaluations, results, conclusions, interpretations, calculations, analyses, documents, writings, programs, data or any components of these, regardless of how they are represented, stored, produced, or acquired that are to be created and delivered under this Contract and are as described elsewhere in this Contract.
- g) "Customer Confidential Information" means any information concerning the Customer and/or third parties or any of the business or activities of the Customer and/or third parties acquired by the Vendor as a result of participation in this Contract, which is required by any Confidentiality Legislation to be kept confidential by the Customer or is supplied by the Customer in confidence including, but not limited to, such information that is contained in data management systems of the Customer or is financial, personal data or business information and plans of or relating to the Customer or third parties.
- h) "Personal Information" means recorded information about an identifiable individual, including:
 - h.i) the individual's name, home or business address or home or business telephone number;
 - h.ii) the individual's race, national or ethnic origin, colour or religious or political beliefs or associations;
 - h.iii) the individual's age, sex, marital status or family status;
 - h.iv) an identifying number, symbol or other particular assigned to the individual;
 - h.v) the individual's fingerprints, other biometric information, blood type, genetic information or inheritable characteristics;
 - h.vi) information about the individual's health and health care history including information about a physical or mental disability;
 - h.vii) information about the individual's educational, financial, employment or criminal history, including criminal records where a pardon has been given;
 - h.viii) anyone else's opinions about the individual; and
 - h.ix) the individual's personal views or opinions, except if they are about someone else.

- i) "Services" include the functions, duties, tasks, and responsibilities as described in this Contract.
 - j) "Vendor Confidential Information" means information, supplied in confidence, concerning the Vendor and/or third parties or any of the business or activities of the Vendor and/or third parties and which is acquired by the Minister as a result of participation in this Contract.
- 2) The Vendor agrees to perform the Services and deliver the Materials in accordance with the provisions of this Contract.
 - 3) The Vendor shall:
 - a) Submit a written report to the Customer every _____ during the term of this Contract indicating:
 - a.i) the Services and any Materials completed;
 - a.ii) the time schedule for those portions which are not completed; and
 - a.iii) any other information requested by the Customer in relation to the completion of this Contract.
 - b) follow any directions from the Customer including the location where the Services are to be performed.

2. GENERAL

- 1) The Vendor shall
 - a) ensure that its employees comply with the provisions of this Contract, and
 - b) contract with its subcontractors and agents to comply with the provisions of this Contract.
- 2) Each party shall perform the acts, execute and deliver the writings, and give the assurances necessary to give full effect to this Contract.
- 3) Time is of the essence of this Contract.
- 4) This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and no other understandings or agreements, verbal or otherwise, exist between the parties.
- 5) The rights, remedies and privileges of the Customer under this Contract are cumulative and any one or more may be exercised.
- 6) The parties shall not change this Contract except by written agreement.
- 7) This Contract shall be interpreted and applied in the courts, and according to the laws in force, in the State of Florida.
- 8) This Contract shall be for the benefit of and binds the successors and assigns of the parties.
- 9) The headings in this document have been included for convenience only and they do not define, limit or enlarge the scope or meaning of this document or any part of it.
- 10) In this Contract words in the singular include the plural and words in the plural include the singular.
- 11) This Contract may be executed in any number of counterparts or by facsimile or electronically, each of which shall be deemed an original and all of which shall together constitute one and the same contract.

3. CONFIDENTIALITY

- 1) The Vendor and the Vendor's employees, subcontractors and agents shall, subject to any

Control Communications Inc. 3650 Hacienda Blvd. suite C Davie, FL. 33314 (954)791-8040 Fax: (954)791-1772

IT service: www.controlusa.com Radio service: www.controlcommunication.com

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Confidentiality Legislation requirement:

- a) not use, copy or disclose, except as necessary for the performance of the Services or upon written authorization of the Customer, any Customer Confidential Information;
 - b) adhere to security standards for Customer Confidential Information, including control of access to data and other information, using the same care and discretion the Customer follows for its own Confidential Information, as specified in this Contract. The Customer shall provide the Vendor with notice of any changes to these standards. If changing the security standards for Customer Confidential Information increases the Vendor's costs the Vendor may submit a Change Request.
- 2) Prior to allowing any third party, other than Vendor's subcontractors or agents, access to hardware, including loaner or replacement hardware, used by the Customer, the Customer's employees, subcontractors or agents, the Vendor shall:
- a) determine whether the hardware contains any information or software because of such use; and
 - b) contact and follow the instructions of the Customer if such information or software is present.
- 3) The Vendor shall identify any and all Vendor Confidential Information and specify in writing to the Customer what harm could reasonably be expected from its disclosure. The Customer does not warrant that this identification will preclude disclosure of the Vendor Confidential Information if disclosure is determined to be required under the Confidentiality Legislation.
- 4) Confidential Information must be kept confidential the longer of three (3) years, the Confidentiality Legislation requirement, if any, to keep Confidential Information confidential, or so long as the party retains Confidential Information of the other party.
- 5) The Vendor shall return to the Customer or destroy any Customer Confidential Information within thirty (30) days of this Contract being completed or terminated. Further, if such information is in electronic format in hardware of the Vendor or of its employees, subcontractors or agents, that information shall be dealt with in accordance with this Contract.
- 6) The Vendor may disclose Customer Confidential Information to:
- a) employees of the Vendor and any corporation, company or other entity that it controls or controls it who have a need to know;
 - b) the Vendor's subcontractors and agents who have a need to know provided that the Vendor has a similar confidentiality agreement with them as required of the parties by this confidentiality clause; and
 - c) anyone else with the Customer's prior written consent.
- 7) The Customer and the Customer's employees, subcontractors and agents shall, subject to any Confidentiality Legislation requirement:
- a) not use, copy or disclose, except as necessary for the performance of the Services or upon written authorization of the Vendor, any Vendor Confidential Information; and
 - b) maintain security standards for Vendor Confidential Information, including control of access to data and other information, using the same care and discretion it follows for its own Confidential Information, as of the date of execution of this Contract. The Customer shall provide the Vendor with notice of any material changes to these standards.
- 8) Subject to any Confidentiality Legislation requirement, the Customer may disclose Vendor Confidential Information to:

- a) employees of the Customer who have a need to know;
 - b) the Customer's subcontractors and agents who have a need to know provided that the Customer has a similar confidentiality agreement with them as required of the parties by this confidentiality clause; and
 - c) anyone else with the Vendor's, the Vendor's subcontractor's or agent's prior written consent for their own Confidential Information.
- 9) A party has no obligation with respect to Confidential Information of the other party:
- a) that the first mentioned party already possesses without obligation of confidentiality; develops independently; or rightfully receives without obligation of confidentiality from another; or
 - b) that is or becomes publicly available without breach of this confidentiality clause.
- 10) A party has no obligation under this confidentiality clause with respect to any ideas, concepts, know-how or techniques contained in the Confidential Information of the other party that are related to the first mentioned party's business activities ("Knowledge"). This, does not however, give such party the right to disclose, unless described elsewhere in this Contract:
- a) the source of the Knowledge;
 - b) any financial, statistical, or personal data; or
 - c) the other party's business plans.
- 11) Each party may disclose Confidential Information of the other party to their legal counsel who has an obligation to keep that information confidential.
- 12) The disclosure of a party's Confidential Information does not grant to the other party any license under any patents or copyrights.
- 13) Except for timely disclosure required to be made by any lawful government authority or regulatory body, by any stock exchange or operation of law, including but not limited to any Confidentiality Legislation, and except for public disclosure made by Customer, mindfully taking into consideration the sensitivity of specific confidentiality in this Contract, no press release or other public announcement relating to this Contract shall be issued without the prior written consent of each party to the specific content and form of such press release or announcement. Each party shall use reasonable efforts to disclose such release or announcement proposed by it to the other party as soon as reasonably possible and the other party will use reasonable efforts to approve or otherwise comment on such release or announcement without delay.

4. NON-ASSIGNABILITY

- 1) The Vendor shall not assign, subcontract (other than as identified in the Proposal) or otherwise dispose of any of its rights, obligations, or interests in this Contract, without first getting the written approval of the Customer, which approval shall not be unreasonably withheld.

5. PERSONNEL REPLACEMENT

- 1) The Vendor shall not replace any employee, subcontractor or agents identified in the Proposal or add any employee, subcontractor or agent to perform the Services without the prior written approval of the Customer, which approval shall not be unreasonably withheld.

- 2) The Vendor shall:
 - a) remove any employee, subcontractor or agent of the Vendor upon the written request of the Customer within the time limit indicated in such request; and
 - b) only replace such a removed employee, subcontractor or agent of the Vendor upon getting written approval of the Customer, which approval shall not be unreasonably withheld.

6. SAFETY AND SECURITY

- 1) The Vendor, Vendor's employees, subcontractors and agents when using any of Customer's buildings, premises, equipment, hardware or software shall comply with all safety and security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.

7. RESPONSIBILITY

- 1) The Vendor shall be responsible for loss or damage to the real or tangible personal property of the Customer where the Vendor is legally responsible, including negligence or wilful acts of the Vendor, the Vendor's employees, subcontractors or agents.

8. INSURANCE

- 1) The Vendor shall, at its own expense, in accordance with its liabilities under this Contract insure its operations under a contract of General Liability Insurance in an amount not less than \$1,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof.
- 2) The Vendor shall maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Vendor in an amount not less than \$1,000,000.00.
- 3) The Vendor shall provide the Customer with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to commencing the Services.
- 4) The Vendor shall ensure that all its subcontractors obtain and maintain General Liability insurance sufficient to meet the requirements in clause 17(a) above.
- 5) All required insurance shall be endorsed to provide the Customer with 30 days advance written notice of cancellation.

9. STATUTORY COMPLIANCE

- 1) The Vendor shall:
 - a) Comply with the provisions of all laws, now in force or in force after the signing of this Contract, that expressly or by implication apply to the Vendor in performing the Services.
 - b) Pay, when due, all taxes, rates, duties, assessments and license fees that may be levied, rated, charged or assessed upon the Vendor in performing the Services.
 - c) Comply with the Workers' Compensation Act of the State of Florida when the Act applies and shall, upon demand by the Customer, deliver to the Customer a certificate from the Workers' Compensation Board showing that the Vendor is registered and in good standing with the Board.

10. MATERIAL OWNERSHIP

- 1) Ownership in all Materials including copyright, patent, trade secret, industrial design or trade mark that are made, prepared, developed, generated, produced or acquired under or in relation to this Contract by the Vendor, the Vendor's employees, subcontractors or agents belongs to the Customer as they are made, prepared, developed, generated, produced or acquired. The Materials shall be delivered to the Customer upon completion or termination of this Contract.
- 2) The Vendor
 - a) irrevocably waives in whole all moral rights, and
 - b) shall ensure that its employees, subcontractors and agents irrevocably waive in whole all moral rights, to the Materials made, prepared, developed, generated, produced, or acquired under this Contract.

11. RECORDS

- 1) The Vendor shall:
 - a) Keep and maintain in accordance with generally accepted accounting principles complete and accurate books, records, and accounts of all costs, expenditures and commitments relating to this Contract and, on demand, provide to the Customer these documents to examine, audit and take copies and extracts.
 - b) Keep the documents referred to in clause 8(a) for 3 years following the completion or termination of this Contract.

12. RECORDS OF PERSONAL INFORMATION

- 1) The Vendor shall for all records of Personal Information which are disclosed to the Vendor under this Contract, including those records which are collected, used or stored on behalf of the Customer, store them in Florida.
- 2) Before disclosing to the Customer any Personal Information about any individual who is providing or will provide the Services, the Vendor shall obtain the consent of the affected individual. The consent must be in writing; specify to whom the Personal Information can be disclosed; and how the Personal Information can be used. The Vendor shall provide such consents to the Customer for confirmation and review upon the Customer's request.

13. INDEPENDENT CONTRACTOR

- 1) The Vendor is an independent contractor for the purposes of this Contract and shall not be deemed to be a servant, employee or agent of the Customer.

14. THIRD PARTY CLAIMS

- 1) The Vendor shall indemnify and hold harmless the Customer from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Vendor is legally responsible, including those arising out of negligence or willful acts by the Vendor or the

Vendor's employees, or agents.

15. DELEGATION

- 1) The Customer designates _____ of the Department of _____ as the Customer's representative for this Contract.
- 2) The Customer may change the designation in clause 22(a) by sending written notice to the Vendor of such change.

16. CONFLICT OF INTEREST AND ETHICAL CONDUCT

- 1) The Vendor shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Vendor or the Vendor's employees, subcontractors or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:
 - a) the Vendor shall not influence, or seek to influence, or otherwise take part in a decision of the Customer knowing that the decision might further the Vendor's private interests;
 - b) where the Services involve providing advice, making recommendations to the Customer or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;
 - c) except for payment as set out in this Contract, the Vendor shall not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the performance of the Services;
 - d) the Vendor shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services;
 - e) the Vendor, upon request by the Customer, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Vendor in its business practices or in relation to its employees or subcontractors; and
- 2) In the event the Vendor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the Vendor's performance of the Services, the Vendor shall immediately disclose such matter to the Customer in writing. Upon such disclosure, the Vendor shall not commence or continue performance of the Services without the prior written consent of the Customer. If the Customer is of the opinion the Vendor is in a conflict of interest, the Customer may terminate this Contract.

17. DISPUTE RESOLUTION

- 1) The parties shall use reasonable effort to resolve any dispute via a meeting between the Customer's representative for this Contract and a representative of the Vendor.
- 2) If the parties' representatives cannot resolve the dispute, an independent arbitrator shall make a decision. The decision of the arbitrator shall be issued within thirty (30) days after the arbitrator is appointed. Except as modified in this Contract, the provisions of the Arbitration Act of Florida, as amended, modified or substituted from time to time shall govern the arbitration process.
- 3) Despite any other provision of this Contract, the following matters are excluded from arbitration:

e) clause 16

Responsibility

- 2) In the case of conflicts, discrepancies, errors or omissions among the Request for Proposals, Proposal, this document and any amendments; the documents and amendments to them shall take precedence and govern in the following order:
- a) this document
 - b) Request for Proposals
 - c) Proposal

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
N/A	

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

DESCRIPTIONS (Continued from Page 1)

****COMMERCIAL AUTO****

Certificate holder is additional insured if required by written contract.

****GARAGE & GARAGEKEEPERS LIABILITY****

Autos left in insureds care, custody & control for installation of communication equipment

Garage Liability premises/operations per occurrence \$1,000,000; annual aggregate \$2,000,000

Garagekeepers Other Than Collision: Limit 200,000 Ded Per Auto: 500

Garagekeepers Collision: Limit 200,000 Ded Per Auto: 500

****PROPERTY****

Contents: \$1,000,000 Special Form-90% Coinsurance-Valuation-Replacement Cost-5% Wind & Hail/Ded: \$1,000 AOP

Business Income: \$100,000 Actual loss Sustained, 72 hr wait

Bid/Title: Mobile Data Technician RFP # 735-11174

RFP NO. 735-11174

TITLE: Mobile Data Technician

ATTACHMENT "A"
LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this RFP. Violation of the foregoing provision may result in contract termination.

(1) Business Name is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) Business Name is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) CONTROL COMMUNICATIONS, INC. Business Name is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) Business Name requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) Business Name requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) Business Name is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")

PROPOSER'S COMPANY: CONTROL COMMUNICATIONS, INC.

AUTHORIZED COMPANY PERSON: ROLAND C. BURRELL, JR. NAME SIGNATURE DATE 2-28-13

STATE OF Florida COUNTY OF Broward

The foregoing instrument was acknowledged before me this 6 day of March, 2013 by Roland Burrell and as Sales Director and respectively, of Control Communications They are personally known to me or have produced identification. (SEAL)

Notary Public, State of Florida (Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires: October 25, 2015 Commission Number EE 141375



March 4, 2013

City of Fort Lauderdale

100 N Andrews Ave., Room 619

Fort Lauderdale, Fl. 33301

RE: Mobile Data Technician RFP# 735-11174

City of Fort Lauderdale,

Control Communications, Inc. is delighted to submit a bid to the requirements for the requested maintenance services and support of your subscribers.

We have been serving the tri-county area for over 17 years and have over 35 employees with experience in the communications industry ready to assist the City in providing communication solutions and technology services. We believe our team is best suited for this contract as we have completed numerous projects for several government agencies and public safety organizations, including previous projects for the City of Fort Lauderdale.

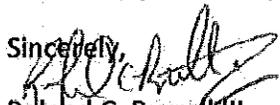
We best fit the scope as our technical staff are required to have a minimum of 40 hours of continuing education per year, and all technical personnel are required to attend product training events dictated by management. All RF technical personnel are required to maintain a CompTIA, A+ and NET+ certification, as well as ETA CET certifications. Combined we have over 100 years of IT experience.

The benefits to partnering with Control Communications is:

1. Control Communications, Inc is the sole source Premier Service Provider for Motorola in South Florida.
2. We are a local service center with years of experience servicing the City of Fort Lauderdale.
3. Control Communications has been serving the tri-county area for over 17 years.

We appreciate the opportunity to submit this response to the RFP and look forward to a successful partnership with the City of Fort Lauderdale.

Sincerely,


Roland C. Burrell III

Sales and Marketing Director

Control Communications, Inc.

Office: 954-791-8040 x 102

Fax: 954-791-1772



MOTOROLA SOLUTIONS

January 9, 2013

Fred Rodriguez
Control Communications Inc
3650 Hacienda Blvd, Suite C
Davie, FL 33314

Dear Mr. Rodriguez:

Please use this confirmation letter to ensure current and prospective customers that Control Communications Inc in Davie, West Palm Beach, and Miami Florida is a Motorola Premier Service Partner. Control Communications is the only PSP located in the South Florida area.

Your Premier Service Partner expiration date is December 31, 2013 with the option for automatic renewal; provided all Premier Service Partner requirements are met.

The Motorola Premier Service Partner (PSP) is the highest level of service relationship. It represents the greatest level of Motorola/Service agreement and interdependence. Motorola Services who attain this level have demonstrated consistent capabilities in performance, personnel and commitment to Motorola products and services.

As a Premier Service Partner, Control Communications' Davie, West Palm Beach and Miami Florida facilities can perform Installation and Repair Services for Motorola's Two Way Radios.

If you have any additional questions, please don't hesitate to contact me.

Sincerely,

Cindee Markes

Cindee Markes
Motorola Customer Support Manager
Cell: 954-520-8868
Email: Cindee@MotorolaSolutions.com



Company Profile

Control Communications, Inc. (CCI) headquartered in Davie, Florida, is one of the leading providers of two way radio, wireless data, and physical and logical security systems in South Florida. With over 17 years of communications service excellence in the Tri-County area, CCI has all of the resources for on-going implementation of the latest communications and electronic security technologies.

In our role of solutions provider, we are responsible for providing installation, service, and maintenance. In addition we are the only Motorola Premier Authorized Service Partner in South Florida and a proud recipient of their "Certificate of Excellence."

March 5, 2013



Attn: City of Fort Lauderdale
100 North Andrews Ave. Rm 619
Fort Lauderdale, Fl. 33301

RE: RFP 735-11174

City of Fort Lauderdale,

Control Communications, located in Davie, has been doing business and paying taxes in Broward County for over 17 years. Our business model provides employees from the Tri-County area to service our customers in Broward County as a normal requirement in doing business.

Our project team resides within Palm Beach, Broward, and Miami Dade Counties. At any time as a regular course of business we may utilize a member of our project team to aid or assist the City in providing the proper solution required by the referenced bid.

Sincerely,

A handwritten signature in black ink, appearing to read "Roland C. Burrell III", written over the word "Sincerely,".

Roland C. Burrell III
Sales and Marketing Director

Control Communications, Inc.
Office: 954-791-8040 x 102
Fax: 954-791-1772

Control Communications

The Control Communications team has a long history of providing stable, reliable, solidly functional radio and wireless communications networks in South Florida. Our years of certified engineering experience in all levels of wireless networks, including two-way radio, microwave radio, video surveillance and meshed radio networks will allow us to provide the City of Fort Lauderdale with reliable service and a continual expertise. Control Communications is a local organization located in Davie, FL.

With 20 technicians, qualified contractors and a fleet of service vehicles, Control Communications understands the multiple facets for the deployment and support of wireless communication and network infrastructure. We also understand the integration of quality video systems, as well as the importance of quality service in these types of networks.

Project Team

Project Manager
Jean-Michel Noviot

The point of contact for Control Communications will be Jean-Michel Noviot, Project Manager, reporting out of the Davie, Florida office location. Jean-Michel brings to the City of Fort Lauderdale a repertoire of wireless video projects and over 10 years of experience in the IT industry in south Florida including 4 years at Control Communications. Jean-Michel's experience in these multi-faceted information technology, wireless, security and video projects includes project management skills ranging from system design to sales engineering and IT support. Jean-Michel's experience goes beyond just the South Florida region, including projects at both the State and Federal levels.

Jean-Michel is an "A" results driven Sr. System Engineer and Project Manager with demonstrated success in design, development and deployment of large-scale enterprise systems and staff for various industries. Jean-Michel has over 8 years of dedicated experience managing infrastructure, resources and staff in local government projects, with a proven track record of implementation, team management and infrastructure design. Jean-Michel has achieved multiple certifications and has a deep understanding of technology, resource and IT management. In addition, he brings a proven history of engineering systems with improved functionality and productivity, while meeting critical guidelines.

Jean-Michel Noviot's credentials include:

1. Baccalaureat of Computer Science and Technology (France)
2. Certified R56 Installer (ETA-International)
3. OnSSI channel certified technician
4. Wireless LAN certified technician (Motorola)

**Service Manager
Mark Wheeler**

Mark Wheeler has been with Control Communications for 13 years. Mark is extremely well versed and has extensive knowledge of two-way communications, RF systems design, database programming, application design and integration, plus general information technologies.

Mark was the system engineer for the City of Miami Fire Rescue wireless linked Zetron Fire Station Alerting system. This solution is one of the first truly redundant Fire Alert Systems in the U.S. incorporating voice, data and video into a seamless system. Mark also lead development in the Broward County Sheriff's Office Closest Unit Response mobile data program, integrating all applications into a seamlessly navigable user interface. He also lead the deployment of the Federal Prison, Miami Detention Center communications upgrade, which included the complete removal of the previous system with the installation of the new solution while utilizing the old system with no down time.

Mark was the lead deployment engineer for the Veteran's Medical Center West Palm Beach communications upgrade. This project consisted of the installation and training of the newly installed communication system. He has been instrumental in joint efforts with Motorola tower crews and other vendors in deployment of a new communications system linked wirelessly via Motorola PTP Canopy products.

Mark Wheelers credentials include:

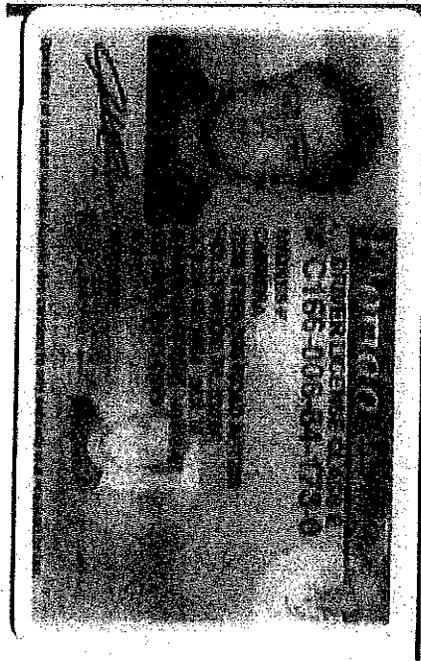
1. Certified Electronics Technician, Senior Electronics Technician (ETA-International)
2. Certified Electronics Technician, Wireless Communications Management
3. FCC GROL licensed Technician
4. CompTIA A+ and NET+

Mark has over 20 years of wireless communications experience, including US Army Military Communications, and application design and deployment.

Control Communications' Technical Team:

Certifications: A+, Net+, Security+, Server+, R56, CET, Microsoft Development, and more.
Over 100 Years of experience in Radio Communication, Wireless Data, Security and Information Technology on all levels.

State of Florida and Georgia low voltage contractor licensed: License # EF20000896



References

Name: Riviera Beach Police Department

Address: 600 West Blue Heron Blvd.
Riviera Beach FL, 33404

Tel. No.: (561) 845-4153

Contact: A.C. Michael Madden

Email: MMadden@rivierabch.com

Name: Port Everglades

Address: 1850 Eller Drive
Ft. Lauderdale FL, 33316

Tel. No.: (954) 468-0115

Contact: Peter Hoffman

Email: PHoffman@broward.org

Name: Broward County

Address: 115 S. Andrews Ave. Room 325
Ft. Lauderdale FL, 33301

Tel. No.: (954) 410-2665

Contact: Daniel K. Revis

Email: DRevis@broward.org

Name: City of Hollywood

Address: 2600 Hollywood Blvd.
Hollywood FL, 33022

Tel. No.: (954) 921-3479

Contact: John Barletta

Email: JBarletta@hollywoodfl.org

Control Communications' projects detail and reference include:

System Design
Security Design and testing
Environment Load testing
Sales Engineering
Project Management
Installation, Optimization
Maintenance

Federal Bureau of Prisons	Miami-Dade County Fire Rescue	Homestead Police
State of Florida Corrections	Miami Beach Fire Rescue	Village of Pinecrest Police
Department of Veterans Affairs	Miami Beach Police	Miramar Fire Rescue
ICE (Immigration and Customs Enforcement)	Hollywood Fire Rescue	Miramar Police
City of Riviera Beach Police	Hollywood Police	Pembroke Pines Fire Rescue
Port Authority	Ft Lauderdale Fire Rescue	Pembroke Pines Police
Dept of State, Diplomatic Security	Ft Lauderdale Police	Martin County Radio Communications Division
BSO (Broward Sheriff's Office) Communications Division	City of Tamarac	Baptist Health

Motorola partnership

Motorola is known around the world for innovation and leadership in wireless and broadband communications. Inspired by our vision of seamless mobility, the people of Motorola are committed to helping you connect simply and seamlessly to the people, information, and entertainment that you want and need. We do this by designing and delivering "must have" products, "must do" experiences and powerful networks – along with a full complement of support services.

Motorola's 80 year history in radio communications excellence, superior product development and market leader in wireless communications. Working with Control Communications, Motorola brings a staff of wireless broadband engineers from various disciplines equaling over 50 years of knowledgeable and practical work experience in the wireless communications, voice, broadband and IT network business.

On-Net Surveillance Systems, Inc.

Bicsi



OnSSI

We hereby certify that

Jean-Michel Noviot

has passed the course:

Ocularis 101

qualifying Control Communications Inc. as an

OnSSI Certified Channel Partner 2011

This course qualifies for up to 18 CEUs from BICSi for qualified operators/hobbyists

March 17, 2011

Course Date

Julio Montalvo, Director of Technical Services, OnSSI

A handwritten signature in black ink, appearing to read 'J. Montalvo', is written over a horizontal line.

Expiration Date
June, 21
2015

Certified
R56 Installer

Jean-Michel P. Noviot , R56124482
Miami, Florida

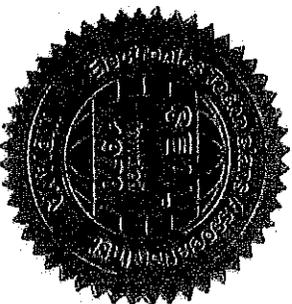


R56

R56 Installer

has successfully completed the technical examinations and requirements to be universally recognized for competency, ability, and knowledge as an R56 Installer (non-auditor status). To be recognized for this credential, practicing technicians must pass examinations in the core concepts required in the installation of a communications site, based on the R56 industry codes and standards. Only top technicians are able to accomplish this feat. The Electronics Technicians Association takes great pride in presenting this official recognition to the above-named expert electronics technician. His/her name has been published in the High-Tech News journal, imbedded in the CET permanent data base, and is available for recognition by officials of the industry. This individual may display the R56 identification items or advertise his level of accomplishment as an installer. Congratulations from ETA officers and members and the electronics industry. Recertification takes place every four (4) years and may be accomplished by testing in the same electronics technology discipline at the end of each four-year period.

Edward J. Madar
President, Electronics Technicians Assn., Intl.



ETA International
Greencastle, Indiana
Accredited by
ICAC



MOTOROLA

Certificate Of Completion

Motorola recognizes

Jean-Michel Noviot of Control Communications

for the successful completion of

Wireless LAN Platform Technical Certification (WLAN)

Jul 29 - Aug 31, 2010

CERTIFICATE OF COMPLETION

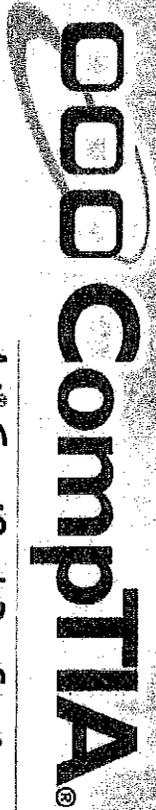
THIS IS TO CERTIFY THAT
JEAN-MICHEL NOVIOT
HAS SUCCESSFULLY COMPLETED THE FOLLOWING:

NM/MTA0001 - WIRELESS OUTDOOR NETWORKS
SOLUTIONS - MESH TECHNICAL ASSOCIATE

ON 11/30/2012



MOTOROLA SOLUTIONS



A+® Certified Professional
IT Technician

This certifies that:

Mark Wheeler

has successfully completed the requirements to be recognized as a:
CompTIA A+ Certified Professional

COMP001006454441

Career ID Number

March 7, 2008

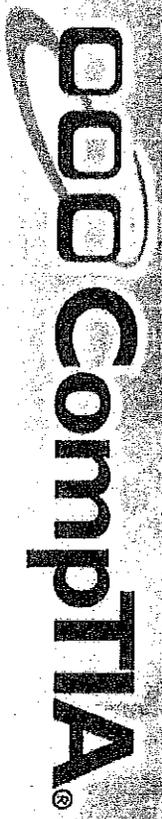
Date Certified

John Venator

John Venator, President/CEO

The certification exam will be current through December 2009

THE COMPUTING TECHNOLOGY INDUSTRY ASSOCIATION



Network+® Certified Professional

This certifies that:

Mark Wheeler

has successfully completed the requirements to be recognized as a:
CompTIA Network+ Certified Professional

COMP001006454441

February 27, 2009

A handwritten signature in dark ink, appearing to read "TTh", written over a horizontal line.

Carrier ID Number

Date Certified

Todd Thibodeaux, President/CEO

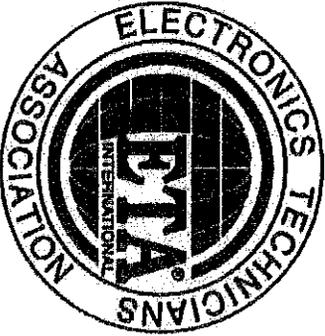
This certification is valid for the duration of the exam. Expiration: 2009

THE COMPUTING TECHNOLOGY INDUSTRY ASSOCIATION

Expiration Date

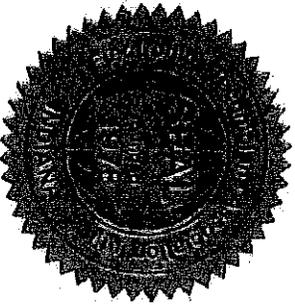
June, 26

2013



CETI

Computer Service



***Certified Journeyman
Electronics Technician***
Computer Service

**Mark D. Wheeler , CST101496
Greenacres, Florida**

has successfully completed the technical examinations and requirements to be universally recognized for competency, ability, and knowledge as a Certified Electronics Technician. To be recognized for this honor, practicing technicians must pass examinations in one or more categories of electronics technology, as well as the core basics, and must show a total of at least two (2) years working in the profession. Only top technicians are able to accomplish this feat. The Electronics Technicians Association takes great pride in presenting this official recognition to the above-named expert electronics technician. His/her name has been published in the High-Tech News journal, imbedded in the CETI permanent data base, and is available for recognition by officials of the industry. This individual may display the CETI identification items or advertise his level of accomplishment as a technician. Congratulations from ETA officers and members and the electronics industry. Recertification takes place every four (4) years and may be accomplished by acquiring college, tech school, association or manufacturer training session credits, or by testing in the same electronics technology discipline at the end of each four-year period.

**ETA® International
Greencastle, Indiana**



Edward J. Mober
President, Electronics Technicians Assn., Intl.

Expiration Date

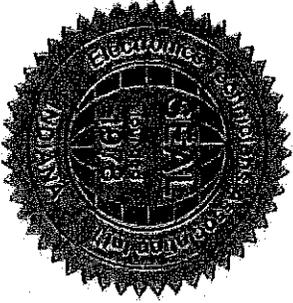
June, 26

2013



CNST

Network Systems Technician



Certified Network Systems Technician

Mark D. Wheeler , CNST101497
Greenacres, Florida

has successfully completed the technical examinations and requirements to be universally recognized for competency, ability, and knowledge as an Certified Computer Network Systems Technician. To be recognized for this honor, practicing technicians must pass an examination in Computer Network procedures and technology. They also must hold either ETA's CNCT, CST, or an A+ certification. Only well-trained and skilled networking professionals are able to accomplish this feat. The Electronics Technicians Association takes great pride in presenting this official recognition to the above named expert technician. His/her name has been published in the ETA-'s High-Tech News Journal, imbedded in the CNST permanent data base, and is available for recognition by officials of the industry. This individual may display the CNST identification items or advertise his/her level of accomplishment as a technician. Congratulations from ETA officers and members and the electronics industry. Recertification takes place every four (4) years and may be accomplished by acquiring college, tech school, association or manufacturer training session credits, or by testing in the same electronics technology discipline at the end of each four year period.

Deana J. Mober
President, Electronics Technicians Assn., Intl.

ETA® International
Greencastle, Indiana





FEDERAL COMMUNICATIONS COMMISSION
General Radiotelephone Operator License



WHEELER, HARK D
3781 WRY RD
GREENACRES FL 33467

FCC Registration Number (RAN) 0009578253

Special Conditions/Endorsements

This license does not confer any authority to operate Broadcast stations. Refer to CFR Title 47 Section 13.7 c)5.

Grant Date	Effective Date	Print Date	Expiration Date
09-12-2003	09-12-2003	09-15-2003	
File Number	Serial Number	Date of Birth	
0001449625	PG00010444	01-15-1969	

THIS LICENSE IS NOT TRANSFERABLE

Hark D Wheeler

(Licensee's Signature)

