

***Request for Proposal***

**542-8935**

**3-YEAR CONTRACT FOR MOBILE RADIO PROGRAMMING AND  
INSTALLATIONS SERVICES**

**Opens: September 19, 2003  
2:00 p.m.**



*Venice of America*

**City of Fort Lauderdale**

**Issued for ADMINISTRATIVE SERVICES/TELECOMMUNICATIONS DIVISION  
By the Procurement & Materials Management Division**

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**(954) 828-5140**

# RFP NO. 542-8935 MOBILE RADIO PROGRAMMING AND INSTALLATION SERVICES

## City of Fort Lauderdale General Conditions

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Procurement & Materials Management. 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.

### **PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. 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 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 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.
- 1.04 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.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his 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.
- 1.06 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.
- 1.07 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.
- 1.08 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 it's purchasing 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.

## RFP NO. 542-8935 MOBILE RADIO PROGRAMMING AND INSTALLATION SERVICES

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.

### 1.09 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 will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) **CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

### 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, 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, Bidder's 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 Bidder's, 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.
- 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.

## RFP NO. 542-8935 MOBILE RADIO PROGRAMMING AND INSTALLATION SERVICES

- 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 Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 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 his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his 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, he must notify the Procurement Division immediately. Such notification must be received by the Procurement 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 him 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 Manager 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, postal money order, cashiers check, or irrevocable letter of credit. 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 or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 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.

## RFP NO. 542-8935 MOBILE RADIO PROGRAMMING AND INSTALLATION SERVICES

- 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.

### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit 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. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit 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 Purchasing 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 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 his 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:
- Bidder's 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.
- 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 Occupational 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).

## RFP NO. 542-8935 MOBILE RADIO PROGRAMMING AND INSTALLATION SERVICES

- 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 he 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, he will, if he 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, purchasing 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 attorney 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 by 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 form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his 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 on 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 to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required 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, 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.

## RFP NO. 542-8935 MOBILE RADIO PROGRAMMING AND INSTALLATION SERVICES

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 state 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 Manager or selected designee.
- 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.

Form G-107 Rev. 07/01

TABLE OF CONTENTS

PART I

Introduction/Information----- 9

PART II

RFP SCHEDULE ----- 10

PART III

Special Conditions ----- 11

PART IV

SCOPE OF SERVICES ----- 16

PART V

Evaluation & Award Procedures ----- 27

PART VI

Instructions to Proposers/  
Requirements of the Proposal ----- 28

PART VII

QUESTIONNAIRE:  
PROPOSAL SUMMARY SHEETS ----- 29

ATTACHMENTS

PROPOSERS PLEASE NOTE: PRICING SUMMARY FORM MUST BE SUBMITTED ON EXCEL SPREADSHEET AVAILABLE FROM THE CITY'S PROCUREMENT DIVISION, AND SUBMITTED ON DISK WITH A HARD COPY WITH YOUR PROPOSAL RESPONSE.

## PART I - INTRODUCTION/INFORMATION

### 01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide mobile radio and mobile data installations, as well as mobile and portable programming services for the City's Administrative Services Department, Information Technology Telecommunications Division, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

### 02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, contact the Procurement Specialist, Linda Wilson at (954) 828-5146. For information concerning the technical specifications or scope of services, contact Assistant Telecommunications Manager, Gary Gray, at (954) 828-5762. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

#### 02.1. Last Date For Receipt of Material Questions:

The last date for receipt of all questions of a material nature is shown in the RFP schedule of this document. It is preferred that all questions be submitted in writing prior to the date and time shown. All questions should be mailed or faxed to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301, attn: Linda Wilson. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5576. Proposers please note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions To Proposers contained in this RFP.

#### 02.2. Pre-Proposal Conference:

A pre-proposal conference will be held to address any questions received in response to the Last Date for Questions, and also for any clarifications of proposer inquiries, in accordance with the RFP schedule. If an Addendum is required following this Pre-Proposal Conference and Last Date for Questions, it will be issued to all proposers who have requested a copy of the RFP, or who have down-loaded the RFP and advised us of that download, within 3 days of this Pre-Proposal Conference.

### 03. ELIGIBILITY

To be eligible to respond to this RFP, the proposing firm 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 and in compliance with the Qualifications section of Part III, Scope of Services.

### 04. 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 may be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

See General Conditions, Section 1.08 for MBE and WBE definitions.

**RFP NO. 542-8935 MOBILE RADIO PROGRAMMING AND INSTALLATION SERVICES**

**PART II - RFP SCHEDULE**

**\*\*Tentative\*\***

Release RFP	8/25/2003
Last Date for Questions of a Material Nature	9/03/2003
Pre Proposal Conference City Hall 100 North Andrews Ave., 6th Fl. Procurement Fort Lauderdale, FL.	9/05/2003 10:30 AM
Addendum Release (If required)	9/9/2003
PROPOSAL DUE (Prior to 2:00 PM)	9/19/2003
Evaluation Committee Review and Short Listing of Proposals, if required	<b>FIRM DATE</b> 09/24/2003
Oral Interviews with Finalists and Selection of First Ranked Proposer, if needed	<b>FIRM DATE</b> 09/26/2003
<b>Anticipated City Commission Award of Contract</b>	<b>10/21/03</b>

**PART III - SPECIAL CONDITIONS**

**01. GENERAL CONDITIONS**

RFP General Conditions Form G-107 Rev. 11/98 (GC) are included and made a part of this RFP.

**02. VARIANCES**

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

**03. 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.

**04. 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.

**05. PROPOSERS' COSTS**

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

**06. 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 proposer.

**07. CONFIDENTIAL INFORMATION**

Florida law provides that municipal records shall at all times be open for personal inspection by any person. (Section 119.01, F.S., The Public Records Law.) Information and materials received by City in connection with all Proposer's response shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first.

However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must in his or her response specifically identify the material that is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

**08. PUBLIC ENTITY CRIMES**

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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.

**09. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS**

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are

## **RFP NO. 542-8935 MOBILE RADIO PROGRAMMING AND INSTALLATION SERVICES**

desired by the City. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the City to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that proposal which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

### **10. CONTRACT PERIOD**

The initial contract term shall commence upon final execution of the contract by the City and shall be for a three (3) year period. The City reserves the right to extend the contract for up to four (4) additional one (1) 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. City reserves the right to re-bid at any time after the initial three (3) year contract period.

### **11. INVOICES/PAYMENT**

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail all costs and parts used and, if applicable, shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

### **12. CONTRACT COST ADJUSTMENTS:**

The costs as proposed and accepted by the City shall be firm for the initial contract term. The costs for subsequent terms shall be subject to an adjustment only if increases or decreases have occurred in the industry and are properly documented. Any requested cost adjustment shall be submitted to the City in writing at least ninety (90) days prior to the contract anniversary date.

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 reserves the right to cancel the contract upon giving thirty (30) days notice to the Contractor.

### **13. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

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 at its sole option. While this contract is for services provided to the City's Administrative Services Department, the City may require similar work for other City departments. Contractor agrees to take on perform such services as may be required under the same contract provisions, unless such work would not be considered reasonable or become an undue burden to the Contractor.

**14. DELETION OR MODIFICATION OF SERVICES:**

The City reserves the right to delete any portion of this 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.

**15. ADDITIONAL ITEMS/SERVICES**

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 that 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.

**16. WARRANTIES OF USAGE**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**17. 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. All replacement personnel qualifications are subject to prior 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.

**18. SUBCONTRACTING**

In the event subcontracting is permitted, each subcontractor candidate shall be promptly reported to the City with enough detail to allow the City to properly review the proposed candidate. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

**19. INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

**20. INSURANCE:**

The Contractor shall carry at all times the following insurance coverage:

- Worker's Compensation & Employer's Liability Insurance  
Limits: Worker's Compensation for all Contractor employees.  
Employer's Liability in the amount of \$100,000
- Commercial General Liability Insurance

**RFP NO. 542-8935 MOBILE RADIO PROGRAMMING AND INSTALLATION SERVICES**

Limits: Combined single Limit Bodily Injury/Property Damage with minimum limits of \$500,000.

Automobile Liability Insurance

Limits: Bodily Injury - \$250,000 each person

\$500,000 each occurrence

Property Damage \$100,000 each occurrence

**The City shall be named as an additional insured for Commercial General Liability, only.** All certificates of insurance must be submitted to the Purchasing Division and be approved by the City's Risk Manager prior to commencement of any work.

**21. 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 attorney 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.

**22. RECORDS, AUDITS**

The accounts and financial records, with respect to the services performed under the Contract, shall be kept separate or identifiable from those relating to the Contractor's other activities. The Contractor shall, with reasonable prior notice, make available, during reasonable business hours, to the City's Representative or Internal Auditor for inspection and audit all records and files relative to this Contract. The Contractor shall maintain and make available such records and files for the duration of the Contract, including any extension terms plus two (2) years. Such records shall be maintained as an independent certified public accountant would need to examine in order to certify a statement of Contractor's operations according to generally accepted auditing standards.

**23. 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

**RFP NO. 542-8935 MOBILE RADIO PROGRAMMING AND INSTALLATION SERVICES**

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.

**PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**

**1.0 Overview:**

The City desires to solicit proposals from qualified suppliers to install mobile radios, mobile data computers / terminals and miscellaneous radio related accessories in various City of Fort Lauderdale vehicles and buildings. This will include ancillary services related to radio/data network installations and removals, and the programming of mobile and portable radios. Basic trouble shooting of installation malfunctions and equipment failures is expected. Analysis shall be limited to box or unit level and normally will not extend to the component level unless otherwise requested. Programming and/or installation work is to be performed at City or other locations as determined by the Telecommunications Management Section. The primary location is at the Radio Shop but could be at any City facility within Broward County at the City's discretion. Use of Contractor's facilities will be determined on a case-by-case basis.

Proposers may bid on the installation, radio programming or both services. The City prefers to work with one contractor for both of these services and will weigh the responses accordingly.

**2.0 General Requirements:**

**2.1** Contractor shall be proficient in all phases of mobile radio and data communications terminal installation work and follow current Motorola Installation Standards. Fixed site installations shall comply with, or exceed, the latest revision of Motorola Quality Standards, Fixed Network Equipment Installations, R56 (68-81089E50), available from Motorola Parts Division. Contractor shall be proficient in all phases of Motorola mobile, base and portable radio installation and programming on the Motorola VRM500/600, MW520, MTS2000, ASTRO Saber, XTS3000, XTS5000, LCS2000, LTS2000, Quantro/Quantar, MSF5000, MTX820s, Spectra, and MCS2000 product lines. In addition to the listed Motorola products, the Contractor shall be proficient in installation and programming of EFJohnson model 7780 series portables and 9883 series mobiles. Programming technicians shall be proficient with working in DOS and Windows as well as with Motorola and EFJohnson radio programming software.

**2.2** Contractor shall provide Year 2000 compliant programming hardware consisting of a laptop and power supply with a Pentium 75 to Pentium 100 processor running DOS version 6.22 for those Radio Service Software applications that are DOS based. Motorola Customer Programming Software (CPS) and EFJohnson programming software run in the Windows environment. It shall be incumbent upon the successful Contractor to supply a laptop computer with power supply with a Pentium 800 or higher processor running Windows 98 or Windows 2000. The Windows based CPS requires no less than 256MB of RAM for efficient operation. The successful Contractor shall also provide the cables and radio interface box for each programming technician. The contractor shall supply cables and or interface boxes for other model radios, as they are required. Programming hardware and software must be certified by the contractor as fully functional with current versions of Motorola RSS and CPS as well as EFJohnson programming software. Proposer shall provide this documentation in their response in order to be considered for this RFP. The City reserves the right to determine the appropriate programming software application for each programming operation.

**RFP NO. 542-8935 MOBILE RADIO PROGRAMMING AND INSTALLATION SERVICES**

A list of the most common cables and their part numbers is included for reference.

<b>Item Description</b>	<b>P/N</b>
Motorola Smart RIB	RLN1015D
Smart Rib power supply	01-080302E27
Smart RIB to computer cable	30-80390B48
LCS2000 programming cable	30-80070N01
LTS2000 programming cable	HKN9857A
VRM500/600 programming cable	FKN4369A
Spectra programming cable	30-80369B73
Quantro/Quantar programming cable	30-80369E31
MSF5000 programming cable	01-80355A30
MTS 2000 Flash capable programming cable	RKN4035D
ASTRO Saber Flash capable programming cable	RKN4046
XTS5000 USB programming cable	RKN4105A
XTS5000 Serial Port programming cable	RKN4106A
MCS2000 Flash capable programming cable	RKN4063A
MTX820 programming cable	RTK4205C
EFJohnson Remote Programming Interface	023-9800-000
EFJohnson 7780 Portable cable	597-2002-123
EFJohnson 9883 Mobile cable	597-2002-200

**2.3** Contractor shall provide the Motorola Radio Service Software (RSS), Customer Programming Software (CPS) and EFJohnson programming software required to program the radios in this table. Only versions of the software approved by the Telecommunications Management Section shall be used. The contractor shall supply programming software for other model radios as they are required. This is the list of the most common radios we program for your reference. This list may be modified at any time as the City utilizes new radio models.

MTX820s	Spectra
FORTE	VRM500/600
Astro Saber	XTS3000
HT1000 / JT1000	XTS5000
LCS2000	LTS2000
MTS2000	MCS2000
MSF5000	Quantar/Quantro
EFJ 7780 Portable	EFJ 9883 Mobile

**2.4** In most cases the City will supply master programming templates. Contractor shall be required to write programming templates and or code plug archives as required. It will be the contractor's responsibility to insure that duplicate IDs do not occur when programming radios. Accuracy in performing the programming and documentation functions is of paramount concern. Special software files, other than RSS, required to perform the programming tasks shall be supplied by the City. System key files, code plug files and other software generated or used in this process remains the sole property of the City and shall not reside on any contractor's computer storage media except as required to perform each task, or be utilized in any manner contrary to the City's directives. Written documentation, either in hard copy or electronic format, shall be protected from unauthorized disclosure. Electronic or physical shredding shall be performed on any

## RFP NO. 542-8935 MOBILE RADIO PROGRAMMING AND INSTALLATION SERVICES

documentation that is disposed of to prevent confidential Law Enforcement information from being compromised.

- 2.5 Contractor shall respond with a schedule date and time for the work within two (2) hours of initial request. Contractor shall be able to commence work on all work-order requests within twenty-four (24) hours of receipt from the City. Extended response times may be permitted at the discretion of the City. Installation work shall commence at 7:30 AM and cease at 5:00 PM at the location designated by the City. This location may be anywhere within Broward County at the City's discretion. Other hours may be negotiated at the discretion of the City. At certain times of the year there may be as many as 50 vehicles that will require installation/removal work to be completed as expediently as possible, usually within two (2) weeks. Some radio programming activities will take place after normal business hours, between the hours of 1700 and 0700. The City shall provide notification of an after hours programming event no less than 72 hours prior to the event when ever practical.
- 2.6 All work shall be performed in accordance with Motorola's, or the applicable product manufacturer's, specifications and accepted industry practices. Specific installation requirements detailed in this RFP shall be adhered to.
- 2.7 The Contractor shall be familiar with all Federal, State and Local Laws, Ordinances, Rules and Regulations that in any way may affect the work. Ignorance on the part of the Contractor shall in no way relieve them from responsibility.
- 2.8 Installations are to be neat with all wiring dressed and tie-wrapped away from operating controls of the vehicle. Appropriate service loops are to be provided in the cables to allow for easy service of the radio and or control head. Tape is not to be used in place of tie-wraps.
- 2.9 Due to unforeseen circumstances, appointments may occasionally be canceled after the technician arrives on site. The City will make every effort to provide cancellation notification as soon as possible. In those cases where the appointment must be cancelled, the contractor shall not bill the City for the missed appointment.
- 2.10 False statements shall be cause for disqualification and possible sanctions.
- 2.11 If the Contractor chooses to store installation items such as wire, hardware, antennas, etc on City property the risk of loss remains with the Contractor. The City makes no guarantee of the availability of such storage facilities or for its security.

### 3. Qualifications:

- 3.1 Contractor shall provide proof of installation and or programming experience of not less than two (2) years duration, and this experience must be on current model vehicles and radio equipment. Proposer shall certify that no less than three qualified installation and three qualified programming technicians are available to service the City's account. If proposer is bidding on both installation and programming portions, no more than one (1) of the technicians proposed may be utilized in both capacities. Provide a brief resume detailing the relevant experience of all personnel that will be assigned to the City's account. Provide documentation of programming hardware and software compatibility with current Motorola Radio Service Software and EFJohnson programming software versions.

## **RFP NO. 542-8935 MOBILE RADIO PROGRAMMING AND INSTALLATION SERVICES**

Proposer shall provide this documentation in their response in order to be considered for award.

- 3.2** Contractor is requested to provide references from five (5) customers with vehicle fleets and large radio systems. References shall include customer name and address, phone number, and scope of work performed.
- 3.3** Contractor shall submit pictures of representative installations that they have performed within the past two years. Pictures shall show details of the installation such as the wire routing, antenna installation, under hood and passenger compartment views.
- 3.4** As a part of the response to this RFP, the proposer shall submit a narrative statement explaining their understanding of the City's requirements, including their proposed methodology to meet these requirements, as outlined in this RFP.
- 3.5** Contractor shall have the test equipment and ability to provide documentation certifying antenna installations in the following frequency ranges; 118-176MHz, 403-475MHz, and 700-930MHz at power levels from one-tenth (0.1) watt to two-hundred (200) watts, in both forward and reflected power directions. Proposer shall provide evidence of this capability by listing specific equipment in their response in order to be considered for this RFP.

**4.0 Scope of Work**

**Common Installation Standards:**

- 4.0.1.** Documentation shall be provided to the Telecommunications Management Section for each removal, installation or job performed. The minimum data to be provided is the vehicle number the radio or device was removed from and/or installed in, the radio or equipment model number, serial number and the property control (PC) number. If the job involves programming, the template number and radio ID number shall be included. The name of the technician performing the task, date of task performance as well as start and stop times with a total duration. Forward and reflected power measurements shall be taken prior to the conclusion of each installation and included on the work ticket. A member of the Telecommunications Management Section shall sign work tickets at job completion. Travel time, if any, shall be broken out separately. The City desires that there be no charges for travel time, however we also do not desire to have travel charges bundled in each install, thus significantly increasing their cost. Contractor shall complete all City required documentation for each radio installed, serviced or programmed. Payments for services will be contingent upon providing complete documentation.
- 4.0.2.** All equipment installations shall be such that the equipment or wiring does not pose a hazard to the vehicle occupants in the course of vehicle operation. Before drilling holes in any part of a vehicle, be sure that both sides of the mounting surface are clear of parts that could be damaged; such as break lines, fuel lines, electrical wiring or other vital parts. It shall be the responsibility of the contractor to repair or pay for any damage caused by failure to follow this directive.
- 4.0.3.** Microphones shall be mounted where the operator can readily reach it without interfering with vehicle operation, or causing the operator to redirect his/her attention from the operation of the vehicle.
- 4.0.4.** Contractor shall take into account the potential forces exerted upon the equipment during vehicle mishaps when choosing mounting hardware and installation techniques. No equipment, switches, microphones etc shall be mounted in the area directly in front of the driver below the steering column where knees or legs could impact in a vehicular accident. Where access to both sides of the mounting surface is readily available, machine screws and nuts with lock and flat washers as appropriate shall be used. In those areas where there is no access, sheet metal screws may be used. All screws shall be no longer than necessary to effectively attach the equipment. It is not appropriate to use a one-inch long screw when only 3/8" is required. In no case shall screw ends protrude into an area where the vehicle operator may contact them and become injured.
- 4.0.5.** All hardware such as screws, washers, nuts, bolts, grommets, tie-wraps, wire lugs, wire splices, terminals, connectors and occasional custom brackets shall be included at no additional charge as part of the installation. Machine screws approved for use are 6-32, 8-32 and 10-32. The use of 10-24 hardware is strongly discouraged as it creates a compatibility issue with 10-32 hardware. The City uses both the radio manufacturers' standard mounting brackets and a Gamber Johnson "Short Stack" SM-212, or equivalent, mounting bracket as required to effect a neat and safe installation. Where the Gamber Johnson brackets are used, they shall be considered as a normal part of the installation and not subject to additional charges for their installation. Custom brackets are defined as brackets that are not factory stock. They may require bending or additional pieces added to permit secure mounting. It is preferred that the Gamber Johnson Short Stack be used where ever possible instead of fabricating custom brackets. Custom brackets will be required in those rare cases where the preferred option is not suitable.

## RFP NO. 542-8935 MOBILE RADIO PROGRAMMING AND INSTALLATION SERVICES

- 4.0.6.** In vehicles equipped with air bags, no equipment may be mounted in the air bag deployment zone. It shall be the contractor's responsibility to determine the extent of these zones for each installation.
- 4.0.7.** Connections to the vehicle's power source shall be protected with the appropriate fuse as recommended by the communications device manufacturer. This fuse shall be housed in a water resistant housing within twelve (12) inches of the power connection point.
- 4.0.8.** Splices shall be waterproof and battery acid resistant. Unsealed "butt" splices are not acceptable.
- 4.0.9.** The main power positive voltage lead shall be twisted with the ground return lead to form a twisted pair cable, and go directly to the battery, except in those cases where the vehicle manufacturer provides a power source connection designed for two-way radios. This lead shall be fused within twelve (12) inches of the source connection point. Do not connect this lead to vehicle battery until all other electrical connections are made and mounting of all components is complete. Verify that no short exists before connecting to the Positive (+) battery terminal.
- 4.0.10** The main power ground lead shall be twisted with the main A+ lead to form a twisted pair cable, and connect to the battery ground connection point on the body of the vehicle near the battery. This lead shall not connect directly to the battery negative terminal unless fused with the same value fuse as is used in the A+ connection. If the vehicle manufacturer provides a two-way radio ground connection point, the ground return lead shall connect to this point.
- 4.0.11** Switched ignition leads shall be connected as requested at the time of install. The normal connection is to the vehicle accessory terminal at the fuse block. (Hot in the Accessory and Run positions of the key) Some installations will require this lead to be connected to battery hot in order to allow the radio to remain operational when the key is off. A fuse shall be within twelve (12) inches of the source connection point.
- 4.0.12** Power and/or control cables shall not be cut. Excess length shall be coiled and secured in an out of the way location, where they will not be subjected to damage. The contractor at no cost to the City shall replace Cables that are cut.
- 4.0.13** Antennas shall be mounted center line of roof or trunk as determined by the City's representative. Antennas shall be mounted no less than 12 inches from obstructions or roof edges. Exceptions shall be allowed with prior Telecommunications Management approval for each installation. Only City approved antennas shall be installed. In most instances the antennas shall be supplied by the City. Only rarely will the contractor be asked to supply an antenna. Such antennas shall be billed per the terms of this RFP as a separate line item.
- 4.0.14** Antenna holes shall be made with a hole saw designed for antenna installations. A magnet wrapped in a single layer of cloth or paper towel shall be used during drilling to capture metal shavings. The area surrounding the hole shall be swept with the magnet to insure there are no shavings remaining to rust and damage the paint. A ring of paint not exceeding the outer edge of the mounting nut ring shall be removed to provide a ground connection to the top of the mount. All antenna mounts that penetrate vehicle body panels shall be sealed with Silicone Grease on the threads and under the mounting ring. All supplied gaskets shall be installed per manufacturer instructions. Antenna manufacturer's

## RFP NO. 542-8935 MOBILE RADIO PROGRAMMING AND INSTALLATION SERVICES

instructions for the installation shall be followed. Silicone sealer or other RTV adhesives/sealants shall not be used in place of the specified silicone grease.

- 4.0.15** Any antenna installation that leaks within the first 90 days after installation will be repaired or replaced at no cost to the City. Any resultant damage to the vehicle will be repaired at the contractor's expense. Damage to the mount caused by objects striking the antenna is not the responsibility of the contractor unless the antenna was originally installed improperly, or in a location not designated by the City.
- 4.0.16** A magnet wrapped in a single layer of cloth or paper towel shall be used during drilling to capture metal shavings. The area surrounding the hole shall be swept with the magnet to insure there are no shavings remaining to rust and damage the paint. The contractor shall repair any damage to vehicle painted surfaces caused by metal shavings from drilling holes at no expense to the City.
- 4.0.17** Any damage to the vehicle caused by the contractor shall be repaired by a City approved repair facility at no cost to the City. The cost of these repairs shall be born by the Contractor.
- 4.0.18** Antenna system VSWR shall be measured and documented on the work ticket for each installation. Any installation where the VSWR exceeds 1.5 to 1 shall be corrected at the time of install at no additional charge to the City.
- 4.0.19** When removing equipment, power and control cables shall not be cut. Any cables that are cut or damaged will be replaced by the contractor at no charge to the City.
- 4.0.20** Unless specifically requested, antenna mounts and cables are not to be removed. Antenna rods shall be removed and kept with the radio equipment. In those cases where the mount is removed, the proper size rubber hole plug shall be installed to seal the hole. Antenna mounts and cables are removed in less than ten percent of the removals performed.  
**Exception: GPS antennas that mount through the vehicle body will be removed with the associated equipment. The remaining hole shall be sealed.**
- 4.0.21** All removed radio components, consisting of the radio, speaker, speaker switches, brackets, microphones, microphone hang-up clips, power cables, antenna, and mounting screws shall be placed in a suitable box, marked with the vehicle number it was removed from and delivered to the Radio Shop technician for storage.
- 4.0.22** Contractor shall insure that service bay is clean and all debris is properly disposed of. Screws, nuts, tie-wraps, wire pieces and all other work process debris shall be swept into City provided trash receptacles. Vehicle interiors are to be clean and free of technician generated debris. Interiors shall be vacuumed as necessary to insure removal of all installation debris.
- 4.0.23** Useable hardware, brackets, antennas and wiring harnesses shall be turned over to the shop service technician for proper storage.

### 4.1 Special Vehicle Considerations

- 4.1.1** The City has several different vehicle types in its inventory. We expect to install equipment into sedans, vans, pick-up trucks, suburbans, dump trucks, flatbed trucks, garbage/trash hauler trucks, front-end loaders or heavy equipment, fire trucks, ambulances, and boats.

## RFP NO. 542-8935 MOBILE RADIO PROGRAMMING AND INSTALLATION SERVICES

The definition of flat bed truck includes those trucks that may have tanks, pumps or other equipment or containers mounted behind the vehicle cab. There may be other types of vehicles in the City's fleet that will require installation services. Typically flatbed trucks and dump trucks are easy to install due to easy access to mounting locations.

**4.1.2 AMBULANCES:** Depending upon the installation requirements for a specific ambulance, additional effort may be required to install or remove antennas or other components. In those cases where the interior ceiling of the ambulance must be partially removed, a one-hour labor rate amount will be permitted to be added to the regular installation or removal charge to cover the additional effort. This must be approved by the City on a case-by-case basis and noted on the paperwork.

**4.1.3 HEAVY EQUIPMENT:** Heavy equipment that utilizes a 24-volt power source includes a 24 to 12 volt power converter/regulator. Installation and removal of this power converter is considered an integral component of the radio and is included by reference. The installation and removal of the converter shall be included as a part of the radio installation or removal. Currently the City has less than 15 vehicles that utilize these power regulators.

### 4.2 Two-Way Radio Installation – Dash Mount

**4.2.1** The Contractor shall install City provided dash mount radios in the location identified by the City representative.

**4.2.2** If there is a conflict between the requested location and the air bag deployment zone, the airbag deployment zone takes precedence.

**4.2.3** The usual location is under the dash or on the transmission hump along the vehicle centerline.

**4.2.4** Radio is to be mounted so the channel display is visible to the vehicle operator. All controls must be readily accessible to the operator.

**4.2.5** A Gamber Johnson SM-212, or equivalent, mount shall be used in those cases where there is no other appropriate mounting location that will meet the requirements of the RFP or as directed by the Telecommunications Section. These mounts shall be supplied by the City and installed as part of the radio installation at no additional charge. This mount is not considered to be a "console". In cases where a SM-212 is retrofitted into an existing installation, the installation charge listed in the item list shall apply.

**4.2.6** A Console is defined as an enclosed mounting rack specifically designed to hold multiple radios that is secured to the floor of the vehicle. At this time only some Fire Battalion Chief vehicles, Police Public Safety Aid and Police K9 vehicles utilize a console. If the console is already installed in the vehicle there will be no additional charges to install radios into it. If the console itself requires installation, the charges identified in the item list shall apply for that installation.

### 4.3 Two-Way Radio Installation – Remote Mount

**4.3.1** The Contractor shall install the transceiver portion of the radio in the location specified by the City for each installation or group of installations. This location shall be chosen to provide adequate ventilation and protection from the elements for the unit.

## **RFP NO. 542-8935 MOBILE RADIO PROGRAMMING AND INSTALLATION SERVICES**

- 4.3.2** The control head is to be mounted so the channel display is visible to the vehicle operator. All controls must be readily accessible to the operator.
- 4.3.3** Control cables shall be routed in the most protected locations possible. In some unique installations, control cables may be routed external to the vehicle cabin. In these cases, the cable shall be protected by wire loom, securely clamped and tied, to reduce the possibility of damage caused by external factors. Cables may NOT be secured to drive shafts, exhaust pipes or other moving or heat producing components of the vehicle.
- 4.3.4** A Gamber Johnson SM-212, or equivalent, mount shall be used in those cases where there is no other appropriate mounting location that will meet the requirements of the RFP. These mounts shall be supplied by the City and installed as part of the radio installation at no additional charge. This mount is not considered to be a "console". In cases where a SM-212, or equivalent, is retrofitted into an existing installation, the installation charge listed in the item list shall apply.
- 4.3.5** A Console is defined as an enclosed mounting rack specifically designed to hold multiple radios that is secured to the floor of the vehicle. At this time only some Fire Battalion Chief vehicles, Police Public Safety Aid and Police K9 vehicles utilize a console. If the console is already installed in the vehicle there will be no additional charges to install radios into it. If the console itself requires installation the charges identified in the item list shall apply for that installation.

### **4.4 Mobile Data Products**

- 4.4.1** Mobile Data Products for the City of Fort Lauderdale consist of Motorola MW-520, FORTE and ruggedized laptops with VRM650 radio modems. These model numbers are provided only as an example and may change in the future. A model number change does not trigger a new price for the installation as long as the new equipment is substantially the same. A GPS receiver and antenna is also an integral component of these installations and are included by reference. The specific models of data products utilized in the future may change but will be considered to be equivalent to the items specifically identified.
- 4.4.2** Mobile data terminals are to be securely mounted to the vehicle using Scientific Dimensions, Gamber-Johnson or equivalent brackets specifically designed for the application. In the Police cruisers, the bolts holding the vehicle seats in place secure these brackets. Normally the City shall supply these brackets. They are considered to be an integral component of the mobile data installations. If the City desires the Contractor to supply these brackets, prior notice will be given. The cost of the brackets shall be billed as an additional line item per the terms of this RFP.
- 4.4.3** All data terminal components shall be mounted in areas that are clear of the airbag deployment zone.
- 4.4.4** Mobile Data Terminals shall be installed such that either the driver or passenger shall be able to operate the unit. The brackets shall allow for operator adjustment of the position of the unit. Cables shall have enough slack to allow the terminal and or keyboard to be operated from either front seat position without placing strain on the wiring or connectors as the keyboard or display is moved.

## **RFP NO. 542-8935 MOBILE RADIO PROGRAMMING AND INSTALLATION SERVICES**

- 4.4.5** Multi-piece data terminals consist of several units mounted separately from each other. System components may be mounted in the trunk, under seats or in other compartments of the vehicle as appropriate for the specific vehicle.

### **4.5 Radio Accessory Items**

- 4.5.1** Sigtronics or other brand headset intercom and radio controls shall be installed per manufacturer's instructions. These units are commonly used in Fire Trucks, Fire Boats, and Ambulances. The City shall supply these units. Installation may consist of only interfacing the unit to the radio, or a complete installation and interfacing of the intercom including headset jacks and wiring. These are identified as two separate tasks since the majority of the time only interfacing is required.
- 4.5.2** External speakers shall be installed as requested by the City. Installation of the speaker shall include the installation of a switch to allow the vehicle operator to control the external speaker at will. Speakers and switches shall be supplied by the City. As part of the installation the Contractor shall supply the wire for the speaker and switch. The switch shall be installed where it is out of the way of the vehicle operator. This switch shall not be installed where the operator may strike it if involved in a vehicular accident. The switch shall be clearly labeled to identify it as an external speaker switch.

### **4.6 Radio Programming Standards**

- 4.6.1** Contractor shall provide all hardware and Radio Service Software and Customer Programming Software required to program the City's radios. Only the most current, or City approved, versions of RSS/CPS may be utilized to program City radios. The City reserves the right to determine the appropriate software version for use based on its best interests.
- 4.6.2** The computer specifications require a laptop computer and power supply with a Pentium 75 or better processor. This computer must be certified by the proposer as fully functional in the DOS 6.22, Windows 98/2000 and Motorola Radio Service Software/Customer Programming Software environments. Older DOS based RSS requires that the computer be no faster than 100MHz and directly run DOS version 6.00 through 6.22. DOS based RSS will not properly function under Windows 95, Windows 98, Windows NT, Windows 2000 or their DOS implementations. Current Customer Programming Software functions best on an 800 MHz or higher Pentium class processor with 256MB of RAM. The operating system shall be Windows 98, Windows NT 4.0 SP6, or Windows 2000 SP4. The EFJohnson software is also Windows based and will run on any of the fore mentioned Windows versions. Contractor shall provide the operating system as required by the programming software on their programming computers.
- 4.6.2** All programming activities shall be performed under the direction of the Telecommunications Management Section. Unauthorized programming activities will not be tolerated and will be considered grounds for termination of the contract along with possible legal action.
- 4.6.3** The contractor is responsible to insure that they do not program incorrect IDs or multiple radios with the same ID. City work tickets shall be utilized and all pertinent data shall be documented. This includes, but is not limited to; radio ID number, property control number, model number, serial number, vehicle number, and template number. If any special private

## **RFP NO. 542-8935 MOBILE RADIO PROGRAMMING AND INSTALLATION SERVICES**

call or telephone lists are programmed into the radio, this information shall be documented as well. Archive files for every radio shall be maintained on City owned storage media.

- 4.6.4** Each radio shall be marked with the radio ID number, property control number and template number as it is programmed.
- 4.6.5** System key files, codeplug files, archive files, template documents and any other files or software generated by the programming process remain the property of the City and shall not reside on contractor's storage media except as required to perform each task.
- 4.6.6** Programming implementation includes codeplug fixes, firmware updating (Flash upgrades) and template programming. All or only some of the three tasks may be required as a complete implementation.
- 4.6.7** Template writing is the creation of the software codeplug archive file needed to directly program a radio. In most cases, hard copy print-outs are provided for the programmer technician to use as a guide. Deviations from these guides must have prior approval from the Telecommunications Management Section.

**PART V – EVALUATION AND AWARD PROCEDURES**

Award of the contract will be based on certain objective and subjective considerations listed in this section.

<b>EVALUATION CRITERIA</b>	<b>ASSIGNED POINTS</b>
1. The proposer’s understanding of the City’s requirements and your overall approach to meeting the City’s needs.	<b>15 points</b>
2. Evaluation of installation quality as demonstrated in the pictorial presentation.	<b>10 points</b>
3. The number of qualified installation and or programming technicians available to service the City’s requirements.	<b>10 points</b>
4. Proposer’s qualifications, ability to provide all requested services, satisfactory references, years in the radio installation/programming business and employee experiences.	<b>25 points</b>
5. The cost to the City for each category of installation or programming service requested as well as the “time-and-material” rates offered.	<b><u>40 points</u></b>
<b>MAXIMUM Evaluation Points:</b>	<b>100 points.</b>

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, and other persons selected by the City. The committee will evaluate all responsive proposals based on the information and references contained in the proposal as submitted. The committee will score and rank all responsive proposals and determine a short list of a minimum of three (3) proposers, 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. If deemed necessary, the committee may then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalist’s proposals. The first ranked proposer resulting from this process will be recommended for a contract award.

The City may require visits to customer installations or demonstrations of product/performance by proposers as part of the evaluation process. The City will require proposers in the top 3 ranking to perform a programming skills test. This test shall include the creation of an archive from information provided in a template document and the programming of a radio. Failure to complete the test and deliver a properly functioning radio will be grounds for disqualification from the programming portion of this RFP. Minor variations to the RFP specifications may be waived at the City’s discretion.

**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. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

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.

**All proposals must be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in the SCHEDULE Section of this RFP.**

**The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.**

**PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY  
PLUS FIVE (5) COPIES OF THE PROPOSAL PAGES  
INCLUDING ANY ATTACHMENTS**

**THE ABOVE REQUIREMENT TOTALS SIX (6) COPIES OF YOUR PROPOSAL**

**PROPOSAL PAGES ARE AS FOLLOWS:**

Proposal Pages - Signature Page

**Proposal Pages - Financial Proposal – REQUIRED ON DISK IN EXCEL  
FORMAT AS WELL AS A PRINTED HARD COPY ATTACHED TO  
PROPOSAL SUMMARY PAGES, MARKED “FINANCIAL PROPOSAL”**

Proposal Pages - Technical Proposal

Questionnaire

Attachments to your Proposal

**PROPOSAL SIGNATURE PAGE**

TO: The City of Fort Lauderdale

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 RFP. 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 proposal. I certify that I have not divulged to, discussed with, or compared this proposal with other proposer(s) and have not colluded with any other proposer(s) or parties to this RFP. I certify I am authorized to contractually bind the proposing firm.

Proposal submitted by:

Name (printed) \_\_\_\_\_

Title: \_\_\_\_\_

Company: (Legal Registered) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_ E-Mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Addendum No.

Date Issued

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 RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal

**RFP NO. 542-8935 MOBILE RADIO PROGRAMMING AND INSTALLATION SERVICES**

submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:

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**PROPOSAL PAGES PART I FINANCIAL PROPOSAL**

**Item List**

This list is a representative listing of the items the City desires to obtain. Costs are to be for “turn-key” complete installations and or programming implementations. The City may purchase more or less of any indicated item.

THIS FINANCIAL PROPOSAL IS AVAILABLE ON DISK TO BE COMPLETED IN EXCEL FORMAT AND RETURNED AS A PART OF YOUR PROPOSAL RESPONSE ON DISK AND IN PRINTED HARD COPY FORMAT.

**Proposal Summary: Technical Proposal/Information**

**Certifications, Statements and References:**

**Our response to this RFP is for:**  
**(Check one)**

<input type="checkbox"/>	<b>INSTALLATION</b>
<input type="checkbox"/>	<b>PROGRAMMING</b>
<input type="checkbox"/>	<b>BOTH</b>

Programming hardware and software must be certified by the contractor as fully functional with Windows 2000, DOS 6.00- 6.22, and current versions of Motorola RSS. Proposer shall provide this certification statement in this section.

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If proposer is bidding on both installation and programming services, no more than ONE (1) technician may serve in both capacities.

Proposer shall certify that no less than three qualified installation technicians are available to service the City’s account. Provide the names of the technicians.

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_



**RFP NO. 542-8935 MOBILE RADIO PROGRAMMING AND INSTALLATION SERVICES**

Proof of installation and or programming experience of not less than two (2) years duration on current model vehicles and radio equipment. Provide references from five (5) customers with vehicle fleets and large radio systems. References shall include customer name and address, phone number, and scope of work performed. Use additional sheets if necessary.

1)

Name	
Address	
Phone #	
Scope of Work	

2)

Name	
Address	
Phone #	
Scope of Work	

3)

Name	
Address	
Phone #	
Scope of Work	

4)

Name	
Address	
Phone #	
Scope of Work	



**RFP NO. 542-8935 MOBILE RADIO PROGRAMMING AND INSTALLATION SERVICES**

Provide manufacturer, model, frequency range and power range for the proposed test equipment. For the type, describe the test equipment function, ie. wattmeter, antenna noise bridge, network analyzer, etc. Attach additional sheets as necessary.

Manufacturer	
Model	
Frequency	
Power	
Type	

Manufacturer	
Model	
Frequency	
Power	
Type	

Manufacturer	
Model	
Frequency	
Power	
Type	

Include the required documentation in your response to this RFP or your submittal may be declared defective and non-responsive.

- 1) Technician training certificates
- 2) Technician resumes
- 3) Pictures of recent installations
- 4) Any additional sheets as required by this RFP

**Proposal Summary-Questionnaire/General Information**

**Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:**

- a) List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for this contract:

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- b. List all judgments from lawsuits in the last 5 years which are concerned directly with the staff or part of your organization proposed for this contract:

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**Contract Commencement:**

How many calendar days from final execution of the contract would you need prior to the initial meeting with the City?

\_\_\_\_\_ Days

How many calendar days would you estimate that you would need after the initial meeting with the City until you would have your preliminary outline available for City review?

\_\_\_\_\_ Days

**Prior Experience:**

Number of years experience the proposer has had in providing similar services:

\_\_\_\_\_years

List those City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past three (3) years:

**RFP NO. 542-8935 MOBILE RADIO PROGRAMMING AND INSTALLATION SERVICES**

**Financial Information:**

Please provide financial references who can support your financial capacity to perform the services required under this contract. Provide name of entity (Bank, suppliers, etc.) address, contact name and telephone number.

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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.

**PROPOSER PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL**

**HAVE YOU COMPLETED AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS? (ORIGINAL AND FIVE COPIES)**

**INCLUDED?                      YES:\_\_\_\_\_ NO:\_\_\_\_\_**

8935 Mobil Radio Prog-Install Rv3