



March 2, 2026

John A. Pessoa, Esq.
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Suite 200
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VIA EMAIL: jpessoa@lsnlaw.com

**RE: Response to Protest of the Award- Request for Proposals (RFP) No. 549, P25
Radio Communication System Refresh-Replacement- Rebid**

Dear Mr. Pessoa:

The City of Fort Lauderdale (“City”) acknowledges receipt of the timely protest submitted by Communications International, Inc. (“Ci”), together with the required non-refundable protest application fee in the amount of five thousand dollars (\$5,000), concerning Request for Proposals (“RFP”) No. 549, *Radio Communication System Refresh-Replacement – Rebid*.

Ci protests the City’s recommendation for award to Motorola Solutions, Inc. (“MSI”) pursuant to Section 2-182 of the City of Fort Lauderdale Procurement Ordinance, asserting that MSI’s proposal contains alleged material defects rendering it non-responsive.

I. Standard of Review

In resolving a procurement protest, the Chief Procurement Officer determines whether the challenged procurement action:

1. Violated the City’s Procurement Ordinance, the solicitation requirements, or applicable law; or
2. Was arbitrary, capricious, or unsupported by competent substantial evidence contained within the procurement record.

The protestor bears the burden of demonstrating that the recommended award is legally deficient or that the evaluation process materially deviated from the solicitation requirements.

II. Background

The City issued RFP No. 549 seeking proposals for replacement and refresh of the City’s P25 radio communication system. Proposals were evaluated by a duly appointed





Evaluation Committee with assistance from the City's independent technical consultant, TUSA Consulting Services ("TUSA").

Following evaluation of the proposals, negotiations were recommended with Motorola Solutions, Inc. ("MSI") as the highest-ranked responsive and responsible proposer.

Ci filed a protest alleging MSI's proposal is non-responsive due to purported failures to comply with technical coverage requirements, warranty provisions, and certain infrastructure requirements.

III. Allegations Raised in the Protest

Ci contends that MSI's proposal fails to comply with certain mandatory technical and contractual requirements of the RFP, specifically:

1. **System Coverage Requirements** — whether MSI satisfies the requirement for mobile radio user coverage throughout the City and two (2) miles beyond City limits at 97% coverage with Delivered Audio Quality (DAQ) 4.0, as required by RFP Section 3.15.2; and
2. **School Coverage Requirements** — whether MSI guarantees no less than 95% coverage at 25db within all schools pursuant to RFP Section 3.15.5.

Ci further asserts that MSI conditioned its proposal upon receipt of a Federal Communications Commission ("FCC") waiver and therefore admitted an inability to meet RFP requirements under the existing regulatory framework.

Additionally, Ci alleges MSI's warranty provisions fail to comply with Sections 3.1.5 and 3.45.1.1 of the RFP, which require comprehensive warranty and post-warranty services covering the entire system, including vendor-provided OEM and third-party equipment.

In support of its position, Ci references discussions reflected in the Evaluation Committee Meeting Transcript dated January 12, 2026.

IV. Stay of Award and Investigation

Pursuant to Section 2-182.1(c)(1) of the Procurement Ordinance, the City stayed the award process on February 6, 2026, pending investigation of the protest allegations.

V. Findings of Fact

After review of the protest submission, Evaluation Committee materials, consultant input, and procurement record, the undersigned makes the following findings:

A. Coverage Requirements

The RFP requires:





- 97% mobile radio coverage at Delivered Audio Quality (DAQ) 4.0 throughout the City and two miles beyond City limits (Section 3.15.2); and
- Minimum 95% in-building coverage at 25db within schools (Section 3.15.5).

Ci asserts MSI conditioned compliance upon receipt of an FCC waiver and therefore admitted noncompliance.

The City consulted TUSA, including Mr. Dean Hart and Ms. Rebecca Norwood (Exhibit A).

TUSA confirmed:

- All proposers must relicense frequencies due to migration to Phase II/TDMA technology;
- MSI's reference to an FCC waiver reflects an implementation approach common to all proposers rather than a condition or exception;
- Evaluation discussions identified clarification items anticipated prior to negotiations and did not constitute findings of noncompliance.

The procurement record contains no evidence that MSI rejected or conditioned compliance with mandatory coverage requirements.

B. Warranty Requirements

Ci alleges MSI's warranty excludes third-party equipment contrary to Sections 3.1.5 and 3.45.1.1 of the RFP.

The record demonstrates MSI acknowledged the requirement and agreed to comply subject to clarification during negotiations. Requests for clarification regarding scope or administration of warranty obligations are consistent with competitive negotiation procurements and do not render a proposal non-responsive where compliance is not expressly disclaimed.

No material exception to the warranty requirement was taken by MSI.

VI. Supplemental Protest Filing

On the same date the stay was issued, Ci submitted a supplement to amend its protest based upon additional documents produced by the City as part of Ci's public records request. The supplement was filed outside the protest period prescribed by Section 2-182(d) of the Procurement Ordinance.

The Ordinance expressly provides that failure to submit a written protest within the prescribed timeframe constitutes a waiver of protest rights. The Ordinance contains no provision authorizing post-deadline supplements. Accordingly, the supplemental protest is procedurally improper and prohibited.





Notwithstanding this procedural defect, the City addresses the additional allegation herein for completeness of the administrative record.

VII. Roof Shield Requirement (Supplemental Allegation)

Ci asserts MSI materially deviated from the RFP requirement mandating provision and installation of a roof shield above the equipment shelter to protect personnel and equipment from falling materials from the adjacent tower. Ci relies upon MSI's statement that roof shields are not typically installed in climates where ice is not a factor but may be provided at additional cost if requested.

Upon review, MSI's proposal does not reject or take exception to the requirement. Rather, MSI expressly indicated its willingness to comply upon clarification. The statement cited by Ci reflects customary industry practice, not a refusal to meet contractual requirements. Accordingly, MSI's proposal does not constitute a deviation from the RFP nor does it create a competitive pricing advantage.

VIII. Findings

Based upon the foregoing findings, the Chief Procurement Officer determines:

1. MSI's proposal is responsive to the material requirements of the RFP.
2. References to FCC licensing actions do not constitute conditional pricing or conditional performance.
3. Warranty and infrastructure items identified by Ci are matters appropriate for clarification and negotiation under a competitive RFP process and do not constitute material deviations.
4. The Evaluation Committee acted within its discretion and consistent with the RFP and Procurement Ordinance.
5. The recommendation for award is supported by competent substantial evidence contained within the procurement record.
6. Ci has failed to meet its burden of proving that the procurement process was arbitrary, capricious, contrary to law, or inconsistent with the solicitation.

Even assuming in arguendo that clarification results in additional costs, the record reflects such adjustments would not alter MSI's competitive standing or provide an unfair competitive advantage.

In summary, both TUSA and the Procurement Services Department independently finds that MSI's proposal does not contain a conditional offer or a non-responsive submission. As with any competitive procurement, certain technical and contractual details remain subject to clarification and negotiation with the highest-ranked responsive and responsible proposer in the City's best interest.





IX. Conclusion

For the reasons stated herein, the protest submitted by Communications International, Inc. is **Denied**.

The stay of award is hereby lifted, and the City will proceed with the procurement process in accordance with the Procurement Ordinance.

Respectfully,

Glenn Marcos Digitally signed by Glenn Marcos
Date: 2026.03.02 14:42:17 -05'00'

Glenn Marcos, CPPO, CPPB, FCPM, FCPA
Chief Procurement Officer / Director of Procurement

cc: Rickelle Williams, City Manager
Shari McCartney, City Attorney
Eric Abend, Senior Assistant City Attorney
Yvette Matthews, Assistant City Manager
Ron McKenzie, Director, Information Technology Services
William Schultz, Chief of Police
Stephen Gollan, Chief of Fire-Rescue
Laurie Platkin, Senior Procurement Specialist
File

Attachments
Exhibit A

From: [Dean Hart](#)
To: [Glenn Marcos](#)
Cc: [Rebecca Norwood](#); [Laurie Platkin](#)
Subject: [EXTERNAL:CAUTION!]- Re: Protest - RFP No. 549, P25 Radio Communication System Refresh-Replacement
Rebid (PART I)
Date: Tuesday, February 10, 2026 4:45:07 PM
Attachments: [image001.png](#)
[image002.png](#)

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Glenn,

Please see Rebecca's and my response in regard to the protest and your questions.

Rebecca -

In the Motorola proposal response there are conflicting statements as to the warranty and maintenance. As a matter of preparing the client for negotiation TUSA reports the "worse case" statement. Only with a red lined proposal, could the desired result be contractually accepted.

- Pg 17 "Motorola Solutions' excellent warranty services provide five years of FNE and five years of subscriber support."
- Pg 49 "Motorola exceeds this requirement and has included a 4-year (48-month) comprehensive warranty on all infrastructure equipment."
- Pg 276 "Motorola will provide a five-year warranty"

Dean -

Per RFP section 3.3.1.4 The vendor is responsible for providing a licensable system design subject to applicable local, state, regional, and federal laws.

- Pg 148 Section 3.15.2.2 The system shall support no less than 95% coverage/DAQ-3.4 within residential structures and Law/Fire/EMS facilities and municipal buildings throughout all areas of the Customer.

Motorola states exceeds but then goes on to say:

"In the event that such approval is not granted, Motorola's guaranteed service area reliabilities would be reduced as necessary to shrink the 40 dB μ V/m contour sufficiently to satisfy the above rule or to the extent that the Regional Planning Committee authorizes.

In the Motorola proposal response they state an exceeds on coverage requirements. They then state they cannot meet this guarantee without a waiver from Region 9

Planning Committee. They state coverage could be reduced if not approved. They do not state what the guarantee would be if not approved.

This was a concern from TUSA to make it aware to the Evaluation Committee. However, TUSA doesn't believe this is a valid reason to make a vendor non-responsive. All vendors face this same risk as they must relicense the system proposed due to the change to Phase II/TDMA. It was just stated by Motorola with a plan to make it happen with the waiver.

Please let me know if you need further or any questions.

Dean Hart | dean.hart@tusaconsulting.com

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On Fri, Feb 6, 2026 at 8:02 PM Glenn Marcos <GMarcos@fortlauderdale.gov> wrote:

Dean/Rebecca:

The City, via the Procurement Services Department, received the attached protest that has been filed by Communications, International, Inc (“*CI*”). The file is large so I must send it in different parts. I will be staying the award because *CI*'s assertions are based on technical aspects of Motorola's proposal and some statements made by Rebecca and you during the Evaluation Committee (EC) meeting. I need you to respond to the protest based on your technical expertise. I will be reaching out to you next week to discuss.

Respectfully,



**GLENN MARCOS, CPPO, CPPB, FCPM, FCPA | CHIEF
PROCUREMENT OFFICER / PROCUREMENT
DIRECTOR**

**Procurement Services Department
City of Fort Lauderdale**

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WeAreFTL

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