



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#26-0574

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Rickelle Williams, City Manager

DATE: July 2, 2026

TITLE: Appeal of the Chief Procurement Officer's Denial of Protest Submitted by
Communications International, Inc. on the Recommendation to Award
Request for Proposals (RFP) No. 549, P25 Radio Communication System
Refresh-Replacement - Rebid - Motorola Solutions, Inc. – (**Commission
Districts 1, 2, 3 and 4**)

Recommendation

Staff recommends the City Commission consider the appeal of the Chief Procurement Officer's (CPO's) denial of the protest submitted by Communications International, Inc. ("Ci") on the Recommendation to Award Request for Proposals (RFP) No. 549, P25 Radio Communication System Refresh-Replacement-Rebid to Motorola Solutions, Inc. ("MSI"). The City Commission may affirm, reverse, or modify the CPO's decision to deny the protest.

Background

The Procurement Services Department issued Request for Proposals (RFP) No. 549, P25 Radio Communication System Refresh-Replacement-Rebid, on November 21, 2025, soliciting proposals from qualified, experienced, and licensed firms to provide the City with a new P25 700/800 MHz Digital Simulcast Trunked radio network capable of reliably and effectively meeting current and future communication needs.

The proposal closed on December 5, 2025, with three (3) firms responding:

- Communications International, Inc.
- E.F. Johnson
- Motorola Solutions, Inc.

The Evaluation Committee (EC) met on January 20, 2026, to evaluate the three (3) proposals and hear presentations from the above-listed firms. The EC scored and ranked Motorola Solutions, Inc. ("MSI") as the highest ranked, responsive, and responsible firm.

On January 22, 2026, the Notice of Intent to Award was posted on the City's website (Exhibit 1). On January 29, 2026, the City received a formal protest from Communications

International, Inc. (“Ci”) pursuant to Section 2-182, claiming that MSI’s proposal contained fatal flaws that should have rendered it non-responsive (Exhibit 2). Specifically, Ci questioned whether MSI’s level of geographic coverage was consistent with the RFP requirements of:

- 1) The system supporting a mobile radio user coverage throughout the City and two (2) miles outside of the City at 97% coverage at Delivered Audio Quality (DAQ) 4.0 (*per RFP Section 3.15.2*); and
- 2) The vendor guaranteeing coverage in all schools at no less than 95% coverage at 25db to ensure radios work where needed and to eliminate dead zones in which emergency personnel cannot communicate (*per RFP Section 3.15.5*).

Ci additionally stated that MSI’s proposal raised doubts because its proposed coverage was conditioned upon the receipt of a waiver from the Federal Communications Commission (FCC) and MSI could not meet the RFP’s coverage requirements under the current regulatory framework.

Ci further contended that pursuant to Section 3.1.5 and 3.45.1.1 of the RFP, “all warranty and post-warranty services shall be comprehensive and must cover the entire system, including but not limited to Vendor provided OEM and all third-party equipment.” Ci’s position was that MSI’s proposal included a warranty that does not satisfy the minimum stipulated in the RFP and excluded third-party equipment in violation of the RFP’s explicit requirements.

To support its position, Ci referenced the Evaluation Committee Meeting transcript dated January 12, 2026. During the meeting, the five (5)-member EC and the City’s technical consultant discussed the three (3) proposals. Ci claimed the committee and the City’s consultant identified issues with MSI’s proposed coverage and equipment warranty.

Consequently, on February 6, 2026, pursuant to the City of Fort Lauderdale Procurement Ordinance, Section 2-182.1(c)(1), the Chief Procurement Officer stayed the award process to further investigate Ci’s assertions. This included consulting with the City’s technical consultant, TUSA Consulting Services, to obtain further insight into the EC discussions and seek their technical expertise in order to respond to the protest.

On February 10, 2026, TUSA Consulting Services responded to Ci’s assertions. The City’s technical consultants confirmed:

- All proposers must relicense frequencies due to migration to Phase II/TCMA technology;
- MSI’s reference to the FCC waiver reflects an implementation approach common to all proposers rather than a condition or exception; and
- Evaluation discussions identified clarification items anticipated prior to negotiations

and did not constitute findings of noncompliance.

As a result, both the Procurement Services Department and TUSA came to the same conclusion. There is no basis to deem MSI non-responsive based on their response. However, as in the case of all submitted proposals, there were indeed portions that the City will need to further clarify with the selected firm to negotiate in the City's best interest.

Moreover, on the same day the award was stayed, Ci supplemented its protest claiming that it reserved the right to amend it pending the receipt of additional relevant documents that had not yet been produced by the City at the time the protest was drafted. The supplement was filed a week after the allowable protest period. The City's Procurement Ordinance Section 2-182(c)(d) outlines that failure of a party to submit a written protest to the Chief Procurement Officer within the time provided shall constitute a waiver of such party's right to protest. Because the ordinance does not expressly permit supplements, the only permissible method allowed would have been to submit the supplement within the prescribed protest period. As a result, Ci's supplement to the protest was prohibited.

Despite the prohibition, the Chief Procurement Officer responded to the additional assertion in Ci's supplement to the protest regarding an additional material deviation from the RFP's requirements rendering MSI's proposal non-responsive. Ci mentioned in its supplement that the RFP mandates that a roof shield shall be provided and installed by the Contractor above the equipment shelter and of sufficient size to adequately protect the shelter and personnel from falling materials via the nearby radio site's tower. Ci argued that MSI's proposal and pricing clearly excluded the provision of roof shields as it stated that "Motorola does not typically install roof shields in climates where ice is not a factor. However, Motorola can provide this at an additional cost if requested." Ci believes that MSI skirted a requirement of the RFP and as a result, was able to submit a lower priced proposal. Ci further stated that this deviation, like MSI's exclusion of third-party equipment from its warranty, renders MSI's proposal non-responsive because it clearly impacts price and grants Motorola an unfair advantage over the other proposers.

However, MSI did not deviate from the RFP requirement as they clearly stated in their proposal that they would comply with clarification on both requirements.

Thus, the Chief Procurement Officer concluded that Ci's protest was without merit. Even assuming there is an additional cost to MSI's pricing because of these deviations, MSI's pricing still did not exceed Ci's pricing and did not give MSI an unfair advantage over the other proposers. As such, Ci failed to demonstrate that the City's Notice of Intent to award to MSI violated its Procurement Ordinance or any applicable law.

Additionally, nearly four (4) months after the protest filing deadline had expired, Communications International, Inc. ("Ci") continued to submit additional correspondence and materials attempting to supplement and expand the scope of its protest. On May 17, Ci transmitted a letter to the Mayor and City Commission that not only reiterated concerns previously raised but also introduced new claims, including assertions that the City and MSI sought to bring MSI's proposal into compliance during contract negotiations and that

MSI proposed a system containing only ten (10) channels and thirteen (13) talk paths, which Ci asserted did not satisfy the requirements of the RFP.

On May 18, Ci participated in a Zoom meeting with the City Attorney and presented excerpts from the first negotiation session between the City and MSI. In doing so, Ci selectively highlighted portions of the negotiations without the surrounding context, creating the impression that MSI's proposal was nonresponsive to the solicitation requirements. Ci subsequently submitted a third supplemental communication on May 30, 2026, engaging stakeholders and decision-makers involved in the contract award phase of the procurement process. In that submission, Ci again reiterated prior concerns while introducing an additional claim that MSI had impermissibly qualified its commitment to meet the project delivery schedule of eighteen (18) months.

City staff maintain the position that all protest grounds, factual allegations, and legal arguments must be raised within the time prescribed by the City's Procurement Ordinance, which requires a protest to be filed within five (5) days following the posting of the Notice of Intent to Award. Any arguments or issues raised after the expiration of the protest period are untimely and procedurally barred. Consequently, the scope of review is limited to the matters contained within the four (4) corners of the original protest filing. Permitting a protestor to continuously supplement a protest after the deadline would undermine the finality of the procurement process and create a precedent allowing procurements to remain subject to indefinite challenge.

As the protesting party, Ci bears the burden of establishing, through specific facts and applicable law, ordinance, or procurement requirements, that the City failed to comply with a legal or procedural obligation. Despite multiple submissions and supplemental communications, Ci has failed to identify any violation of law, ordinance, or procurement requirement sufficient to warrant sustaining the protest.

Accordingly, the Chief Procurement Officer denied the protest. Staff therefore recommend that the City Commission affirm the Chief Procurement Officer's decision denying the protest.

Strategic Connections

This item is a FY 2026 *Commission Priority*, advancing the Public Safety initiative.

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Public Safety Focus Area, Goal 1: Be a safe community that is proactive and responsive to risks.

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Community.

Attachments

Exhibit 1 - Notice of Intent to Award

Exhibit 2 - Ci's Notice of Protest
Exhibit 3 - Chief Procurement Officer's Response to Protest
Exhibit 4 - Ci's Appeal of the Denial of Protest
Exhibit 5 - MSI's Letter in Response to Ci's Protest

Prepared by: Jason Swift, Division Manager, Information Technology Services
Laurie Platkin, Senior Procurement Specialist, Procurement Services
Matthew Eaton, Senior Administrative Assistant, Procurement Services

Department Directors: Ron McKenzie, Information Technology Services
Glenn Marcos, Procurement Services