



**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
INDUSTRIAL COMMUNICATIONS AND ELECTRONICS, INC.**

THIS AMENDMENT (“Second Amendment”), dated _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

INDUSTRIAL COMMUNICATIONS AND ELECTRONICS, INC., a For Profit Corporation as listed with the Massachusetts Division of Corporations, authorized to do business in the State of Florida, and with a business address of **40 Lone Street, Marshfield, MA 02050**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **June 16, 2021**, the Parties entered into an Agreement (“Original Agreement”) for the provision of two-way radio equipment and services for an initial period, which expired on **April 6, 2023**; and,

WHEREAS, should the School District of Lee County authorize any of its renewal terms as permitted by **Exhibit “A”** attached to the Original Agreement, as amended, the CITY and CONTRACTOR may renew the term under the same terms and conditions pursuant to a written amendment; and,

WHEREAS, on **February 21, 2023**, the Parties executed the First Amendment to the Original Agreement to renew the term for an additional **one (1) year** period, which naturally expires on **April 6, 2024**; and,

WHEREAS, on **March 8, 2024**, the School District of Lee County and Industrial Communications and Electronics, Inc. renewed their agreement for an additional **one (1) year** period; and,

WHEREAS, the Parties desire to renew the term of the Original Agreement, as amended, for an additional **one (1) year** period, which shall commence on **April 7, 2024** and naturally expire on **April 6, 2025**, as set forth in this Second Amendment.

WITNESSETH



NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby renewed for an additional **one (1) year** period, which shall commence on **April 7, 2024** and naturally expire on **April 6, 2025**.

SECTION 3. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 **Definitions for this Section.**

4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or



services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

4.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment and the Original Agreement, as amended, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically



attached, should be treated as part of this Second Amendment and are incorporated herein by reference.

SECTION 8. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Second Amendment.

SECTION 9. This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Second Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS

CONTRACTOR:
INDUSTRIAL COMMUNICATIONS AND ELECTRONICS, INC.
 Signed By: *Jerry Dilella*
 Printed Name: Jerry Dilella
 Title: Regional Sales Manager

CITY:
 CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

Print Name: _____
 OFFICE OF THE CITY ATTORNEY

ATTEST: _____
 MARLENE D. GRAHAM, CITY CLERK

BY: _____
 CHARLES F. DODGE, CITY MANAGER

BY: _____

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.





PROCUREMENT SERVICES

March 4, 2024

Industrial Communications & Electronics, Inc.
Attn: Jerry DiLella / Jason Cruz
17311 Alico Center Rd
Unit C
Fort Myers, FL 33967
Email: jerrydilella@induscom.com / jason.cruz@induscom.com

RE: ITN No. N197372LN – Two Way Radio Equipment

Dear Jerry & Jason:

Please be advised that the above referenced contract expires on April 6, 2024. The School District wishes to determine if your company would like to renew this contract for an additional twelve (12) month period pursuant to the same terms and conditions as the original bid. It is the vendor's responsibility to ensure that their Certificate of Insurance (COI) is valid for the renewal period. Please provide the District with an updated COI prior to the expiration date.

NEW E-Verify requirements

A. As of January 1, 2021, pursuant to Section 448.095, Florida Statutes, Firms shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.

B. Subcontractors

1. As of January 1, 2021, Firms shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
2. Subcontractors shall provide firm with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
3. Firms shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Failure to comply with this provision is a material breach of the Agreement, and the School Board may choose to terminate this Agreement at its sole discretion. Firm may be liable for all costs associated with the School Board securing the same services, inclusive, but not limited to, higher costs for the same services.



PROCUREMENT SERVICES

D. It is the responsibility of the vendor to insure compliance with E-verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website <http://www.uscis.gov/e-verify> and follow the instructions. The employer must retain the I-9 Forms for inspection.

Please mark the appropriate line below and return this form to my office. You may fax your response to 239-337-8200 or E-mail to: DerekJO@leeschools.net with a request for acknowledgement. Please submit your response no later than Friday, March 8, 2024.

- I acknowledge and will comply with the New E-Verify requirements.
- I wish to renew for an additional twelve (12) month period pursuant to the same terms and conditions as the original bid.
- I do not wish to renew this contract.

Explanation: _____



SIGNATURE

03/08/2024
DATE

INDUSTRIAL COMMUNICATIONS & ELECTRONICS INC.
COMPANY NAME

Thank you for your continued support of our school district.

Sincerely,



Derek Ochoa, Procurement Agent
Department of Procurement Services
File No. N197372LN



City of Pembroke Pines

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
INDUSTRIAL COMMUNICATIONS & ELECTRONICS, INC.**

THIS AMENDMENT ("First Amendment"), dated February 21, 2023, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

INDUSTRIAL COMMUNICATIONS & ELECTRONICS, INC., a For Profit Corporation as listed with the Massachusetts Division of Corporations, authorized to do business in the State of Florida, and with a business address of **40 Lone Street, Marshfield, MA 02050**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **June 16, 2021**, the Parties entered into an Agreement ("Original Agreement") for the provision of two-way radio equipment and services for an initial period, which expires on **April 6, 2023**; and,

WHEREAS, should the School District of Lee County renew the terms of ITN #N197372LN, the term of this Agreement may be renewed accordingly, under the same terms and conditions as set forth in ITN #N197372LN; and,

WHEREAS, CONTRACTOR and the School District of Lee County has renewed their agreement for an additional twelve (12) month period, which shall naturally expire on **April 6, 2024**; and,

WHEREAS, the Parties desire to renew the term of the Original Agreement, for **one (1) year** period, which shall commence on **April 7, 2023** and naturally expire on **April 6, 2024**, as set forth in this First Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.



SECTION 2. The Original Agreement, as amended, is hereby renewed for **one (1) year** period, which shall commence on **April 7, 2023** and naturally expire on **April 6, 2024**.

SECTION 3. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

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4.1 **Definitions for this Section.**

4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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4.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify



system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement, and this First Amendment, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 8. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

SECTION 9. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall



City of Pembroke Pines

constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

Marlene D. Graham February 21, 2023

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

BY:

[Signature] VM
FOI
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

[Signature] 2/21/2023

Print Name: SAMUEL F. GREEN
OFFICE OF THE CITY ATTORNEY

DocuSigned by:

BY: *Charles F. Dodge* February 21, 2023

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

INDUSTRIAL COMMUNICATIONS & ELECTRONICS, INC.

Signed By:

[Signature]
Terry DiLella

Printed Name:

Title:

REGIONAL SALES MANAGER



PROCUREMENT SERVICES

December 12, 2022

Industrial Communications & Electronics, Inc.
Attn: Jerry DiLella / Jason Cruz
17311 Alico Center Rd
Unit C
Fort Myers, FL 33967
Email: jerrydilella@induscom.com / jason.cruz@induscom.com

RE: ITN No. N197372LN – Two Way Radio Equipment

Dear Jerry & Jason:

Please be advised that the above referenced contract expires on April 6, 2023. The School District wishes to determine if your company would like to renew this contract for an additional twelve (12) month period pursuant to the same terms and conditions as the original bid. It is the vendor's responsibility to ensure that their Certificate of Insurance (COI) is valid for the renewal period. Please provide the District with an updated COI prior to the expiration date.

NEW E-Verify requirements

A. As of January 1, 2021, pursuant to Section 448.095, Florida Statutes, Firms shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.

B. Subcontractors

1. As of January 1, 2021, Firms shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
2. Subcontractors shall provide firm with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
3. Firms shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Failure to comply with this provision is a material breach of the Agreement, and the School Board may choose to terminate this Agreement at its sole discretion. Firm may be liable for all costs associated with the School Board securing the same services, inclusive, but not limited to, higher costs for the same services.



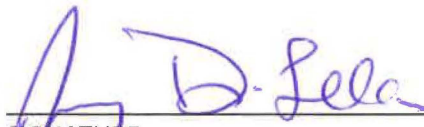
PROCUREMENT SERVICES

- D. It is the responsibility of the vendor to insure compliance with E-verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website <http://www.uscis.gov/e-verify> and follow the instructions. The employer must retain the I-9 Forms for inspection.

Please mark the appropriate line below and return this form to my office. You may fax your response to 239-337-8200 or E-mail to: DerekJO@leeschools.net with a request for acknowledgement. Please submit your response no later than Monday, January 16, 2023.

- I acknowledge and will comply with the New E-Verify requirements.
- I wish to renew for an additional twelve (12) month period **pursuant to the same terms and conditions** as the original bid.
- I do not wish to renew this contract.

Explanation: _____



SIGNATURE
Industrial Communications & Electronics, Inc.

COMPANY NAME

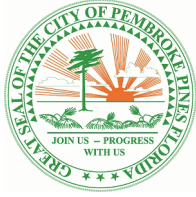
12/19/2022
DATE

Thank you for your continued support of our school district.

Sincerely,



Derek Ochoa, Procurement Agent
Department of Procurement Services
File No. N197372LN



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 7.

File ID: 23-0045

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/23/2023

Short Title: Contracts Database Report - February 15, 2023

Final Action: 02/15/2023

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) Industrial Communications & Electronics, Inc. - Two-Way Radio Equipment and Services - Renewal

ITEM (B) IS NOT BEING RENEWED, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(B) Blue Marlin Investments, Inc. dba Cayco Landscaping - Parks tree Trimming Services - Non-Renewal

***Agenda Date:** 02/15/2023

Agenda Number: 7.

Internal Notes:

Attachments: 1. Contract Database Report - February 15, 2023, 2. A. Industrial Communications - Radio Airtime for Two-Way Radios (AB), 3. B. Blue Marlin dba Cayco Landscaping-Parks Tree Trimming Services RE-20-08 (AB)

1 City Commission 02/15/2023 approve Pass

Action Text: A motion was made to approve on the Consent Agenda
Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Siple, Commissioner Good Jr., and Commissioner Castillo
Nay: - 0

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) Industrial Communications & Electronics, Inc. - Two-Way Radio Equipment and Services - Renewal

ITEM (B) IS NOT BEING RENEWED, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(B) Blue Marlin Investments, Inc. dba Cayco Landscaping - Parks tree Trimming Services - Non-Renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) Industrial Communications & Electronics, Inc. - Two-Way Radio Equipment and Services - Renewal

1. On June 16, 2021, the City entered into an Agreement with Industrial Communications & Electronics, Inc. for an initial period, which expires on April 6, 2023.
2. Industrial Communications & Electronics, Inc. provides the City with two way radio equipment and services including repeaters, installation, maintenance, purchase, and repair, on an as needed basis.
3. Section 4 of the Original Agreement between the City and Industrial Communications & Electronics, Inc, authorizes the renewal of the Original Agreement under the same terms and conditions as set forth in ITN #197372LN. Section 5 of the Agreement between the School District of Lee County and Industrial Communications & Electronics, Inc. allows for the term to be renewed for three (3) additional one (1) year periods.
4. Industrial Communications & Electronics, Inc. and the School District of Lee County has renewed their agreement for an additional twelve (12) month period, which shall naturally expire on April 6, 2024.
5. The Public Services Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment to renew the term of the Original Agreement which shall commence on April 7, 2023, and naturally expire on April 6, 2024, as allowed by the agreement.

Agenda Request Form Continued (23-0045)

Reviewed by Commission Auditor.

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** \$60,000 annually

b) **Amount budgeted for this item in Account No:** Funds are currently budgeted for this project in the following accounts:

001-519-6001-546800-0000-000-0000- (Maintenance Contracts)

128-544-8001-546800-0000-000-0000- (Maintenance Contracts)

471-536-6010-546800-0000-000-0000- (Maintenance Contracts)

c) **Source of funding for difference, if not fully budgeted:** Not Applicable.

d) **2 year projection of the operational cost of the project:**

	Current FY	Year 2
Revenues	\$.00	\$.00
Expenditures	\$30,000.00	\$30,000.00
Net Cost	\$30,000.00	\$30,000.00

e) **Detail of additional staff requirements:**

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(B) Blue Marlin Investments, Inc. dba Cayco Landscaping - Parks tree Trimming Services - Non-Renewal.

1. On May 5, 2021, the City entered into an Agreement with Blue Marlin Investments, Inc. dba Cayco Landscaping for an initial two (2) year period, which expires on May 4, 2023.

2. Blue Marlin Investments, Inc. dba Cayco Landscaping provides the City with palm trees and hardwood tree trimming services, throughout the City's Park System.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal periods, upon mutual consent of the Parties and evidenced by written amendments extending the term thereof.

4. The Recreation and Cultural Arts Department will not renew the current agreement with Blue Marlin Investment, Inc dba Cayco Landscaping since the Contractor is unable to hold their current prices for the renewal term; as such, the Department is working on a new

Agenda Request Form Continued (23-0045)

procurement process for these services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Driscoll Agency 141 Longwater Drive, Suite 203 Norwell MA 02061	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Ken Christianson</td> </tr> <tr> <td>PHONE (A/C. No. Ext): 781-681-6656</td> <td>FAX (A/C. No.): 781-681-6686</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: kchristianson@driscollagency.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: United States Fire Insurance Co</td> <td style="text-align: right;">NAIC # 21113</td> </tr> <tr> <td>INSURER B: The North River Insurance Company</td> <td style="text-align: right;">21105</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	CONTACT NAME: Ken Christianson		PHONE (A/C. No. Ext): 781-681-6656	FAX (A/C. No.): 781-681-6686	E-MAIL ADDRESS: kchristianson@driscollagency.com		INSURER(S) AFFORDING COVERAGE		INSURER A: United States Fire Insurance Co	NAIC # 21113	INSURER B: The North River Insurance Company	21105	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED Industrial Communications & Electronics, Inc. Industrial Tower & Wireless, LLC Industrial Communications, LLC 40 Lone Street Marshfield MA 02050-2102	2066																				

COVERAGES **CERTIFICATE NUMBER: 246295330** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X.C.U Included <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5432324715	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ \$0
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1337538897	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5821205382	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			4087444599	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Pembroke Pines is included as Additional Insureds for General Liability and Excess (Umbrella) Liability as required by a signed written contract or agreement with the Named Insured.

CERTIFICATE HOLDER City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	CANCELLATION 30 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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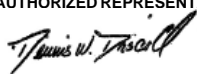
PRODUCER The Driscoll Agency 141 Longwater Drive, Suite 203 Norwell MA 02061	CONTACT NAME: Ken Christianson PHONE (A/C. No. Ext): 781-681-6656 FAX (A/C. No): 781-681-6686 E-MAIL ADDRESS: kchristianson@driscollagency.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : United States Fire Insurance Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 21113
INSURED Industrial Communications & Electronics, Inc. Industrial Tower & Wireless, LLC Industrial Communications, LLC 40 Lone Street Marshfield MA 02050-2102	2066	

COVERAGES **CERTIFICATE NUMBER:** 1449970198 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU, Included <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			5432310387	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ \$0
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1337514309	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5821181784	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4087425843	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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CERTIFICATE HOLDER City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	CANCELLATION 30 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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City of Pembroke Pines

**AGREEMENT BETWEEN
THE CITY OF PEMBROKE PINES AND
INDUSTRIAL COMMUNICATIONS & ELECTRONICS, INC.**

THIS IS AN AGREEMENT (“Agreement”), dated the 16th day of June, **2021**,
by and between:

CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with
a business address of **601 City Center Way, Pembroke Pines, Florida 33025**
hereinafter referred to as "CITY",

and

INDUSTRIAL COMMUNICATIONS & ELECTRONICS, INC., a Foreign
Profit Corporation as listed with the Florida Division of Corporations, authorized to
do business in the State of Florida, and with a business address of **40 Lone Street,
Marshfield, MA 02050** (hereinafter referred to as the “CONTRACTOR”). CITY and
CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

WHEREAS, CITY desires to obtain **two way radio equipment and services** for CITY’s
Charter Schools, the Public Services Department and Utilities Department; and,

WHEREAS, on April 7, 2020, the School District of Lee County awarded a contract to
CONTRACTOR pursuant to **Invitation to Negotiate #N197372LN**, entitled “**Two Way Radio
Equipment and Services**” (“ITN #N197372LN”), which naturally expires on April 6, 2023, and
provides for three (3) additional one (1) year renewal terms; and,

WHEREAS, pursuant to CITY **Code of Ordinances §35.18(C)(5)**, entitled “**Utilization of
Other Governmental Agencies’ Contracts**”, CITY has evaluated ITN #N197372LN, which is
attached hereto and made a part hereof as **Exhibit “A”**, and determined such terms and pricing may
be utilized by CITY to obtain **two way radio equipment and services**; and,

WHEREAS, pursuant to CITY **Code of Ordinances §35.18(C)(5)**, CITY desires to retain
CONTRACTOR utilizing the same terms and pricing offered to Lee County in **ITN #N197372LN**
and CONTRACTOR agrees to provide CITY with **two way radio equipment and services** utilizing
the same terms and pricing; and,

WHEREAS, the Parties wish to incorporate and supplement the terms and conditions set
forth in **Exhibit “A”** with the terms and requirements set forth herein; and,



City of Pembroke Pines

WHEREAS, at its meeting of June 16th, **2021** the CITY Commission approved this Agreement and authorized the proper CITY officials to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. **Scope of Services.** CONTRACTOR hereby agrees to provide two way radio equipment and services including repeaters, installation, maintenance, purchase, and repair, on an as-needed basis in accordance with the specification and pricing more particularly described in the ITN #N197372LN, attached hereto and made a part hereof as **Exhibit "A"**. CONTRACTOR agrees to perform all services required pursuant to this Agreement, each exhibit, amendment, purchase order or addenda hereto, and set forth in the Commission award.

2.1 CITY may from time to time request two way radio equipment and services from CONTRACTOR. Pursuant to such request, CONTRACTOR shall provide CITY with a purchase order detailing the request in accordance with the pricing and terms set forth in **Exhibit "A"**.

2.2 CONTRACTOR shall provide CITY the two way radio services more particularly described in CONTRACTOR's proposal, attached hereto and made a part hereof as **Exhibit "B"**.

2.3 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed pursuant to this Agreement shall be done in a professional manner.

2.4 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services pursuant to this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.5 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.



City of Pembroke Pines

2.6 CONTRACTOR shall not subcontract any of its obligations under this Agreement without first obtaining the CITY's prior written consent. In the event the CITY does consent in writing to a subcontracting arrangement, CONTRACTOR shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Agreement. Any subcontract entered into by CONTRACTOR shall name the CITY as a third party beneficiary.

3. **Compensation.** CITY agrees to compensate CONTRACTOR for all equipment provided and services performed by CONTRACTOR pursuant to this Agreement and in accordance with **Exhibit "A"**. The total annual amount paid to CONTRACTOR pursuant to this Agreement shall not exceed **SIXTY THOUSAND DOLLARS AND 00/100 (\$60,000.00)**.

3.1 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

3.2 Payment shall be made to CONTRACTOR at:

**Industrial Communications
350 NW 215th Street
Miami, FL 33169**

4. **Term.** The term of Agreement shall take effect on the date first stated above and shall continue until **April 6, 2023**. Should the School District of Lee County renew the terms of ITN #N197372LN, the term of this Agreement may be renewed according, under the same terms and conditions as set forth in ITN #N197372LN.
5. **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing seven (7) calendar days written notice of such termination to CONTRACTOR, in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination.
6. **Termination for Cause.** This Agreement may be terminated for cause as set forth in ITN #N197372LN, Section 30, entitled "Cancellation/Termination".
7. **Remedies in Default.** In the event of default, all payments remaining due to CONTRACTOR at the time of default, less all sums incurred by CITY for damages suffered, or expenses incurred by CITY by reason of default, shall be due and payable to CONTRACTOR. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.



City of Pembroke Pines

8. **Indemnification**. The CONTRACTOR shall indemnify and hold harmless the CITY, its officers, employees, agents and instrumentalities from any liability, losses or damages, including attorneys' fees and costs of defense, which the CITY, its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from any negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, agents, partners, principals and subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

8.1 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

8.2 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

9. **Governing Law and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

10. **Insurance**. CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the Subcontractor has been obtained and similarly approved.

10.1 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.



City of Pembroke Pines

10.2 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their insurance broker must agree to provide notice.

10.3 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

10.4 **Required Insurance.** CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- ✓ 10.4.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:
1. Each Occurrence Limit - \$1,000,000
 2. Fire Damage Limit (Damage to rented premises) - \$100,000
 3. Personal & Advertising Injury Limit - \$1,000,000
 4. General Aggregate Limit - \$2,000,000
 5. Designated Construction Project(s) General Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of ten (10) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ✓ 10.4.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are



City of Pembroke Pines

covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

- 1. Workers' Compensation: Coverage A – Statutory
- 2. Employers Liability: Coverage B \$500,000 Each Accident
 - \$500,000 Disease – Policy Limit
 - \$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

10.4.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

- 1. Any Auto (Symbol 1)
 - Combined Single Limit (Each Accident) - \$1,000,000
- 2. Hired Autos (Symbol 8)
 - Combined Single Limit (Each Accident) - \$1,000,000
- 3. Non-Owned Autos (Symbol 9)
 - Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

✘ 10.4.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

Yes No

10.4.4 Umbrella/Excess Liability Insurance in the amount of \$5,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**



City of Pembroke Pines

Yes No

- * 10.4.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than ten (10) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

- * 10.4.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of ten (10) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- * 10.4.7 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- * 10.4.8 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractor of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible. If and when 100% is not available or reasonable, the



City of Pembroke Pines

CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

10.5 **REQUIRED ENDORSEMENTS.**

10.5.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

10.5.2 Waiver of all Rights of Subrogation against the CITY.

10.5.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

10.5.4 CONTRACTOR's policies shall be Primary & Non-Contributory.

10.5.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

10.5.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

10.6 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any Subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such Subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any Subcontractors shall maintain such policies during the term of this Agreement.

10.7 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement. The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed herein.

11. **Changes to Scope.** CITY may from time to time request two way radio equipment and services from CONTRACTOR. Pursuant to such request, CONTRACTOR shall provide CITY with a purchase order detailing the request in accordance with the pricing and terms set forth in Exhibit "A". Such requests may affect the monthly compensation accordingly. Such requests for or additional equipment or services must be properly detailed in an invoice provided by CONTRACTOR to CITY. All modifications of this Agreement shall be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto prior to any deviation from the terms of this Agreement. In no event will the CONTRACTOR be compensated for any equipment or services which are not described either herein, in a purchase order submitted by CONTRACTOR, or in a separate written agreement executed by the Parties hereto.

12. **Non-discrimination & Equal Opportunity Employment.** During the performance of the Agreement, neither the CONTRACTOR nor any Subcontractor shall discriminate against any



City of Pembroke Pines

employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

13. **Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, or Federal policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.
14. **Public Records.** The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:

- 14.1 Keep and maintain public records required by the CITY to perform the service;



City of Pembroke Pines

14.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

14.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after CONTRACTOR transfers the records in its possession to the CITY; and

14.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

14.5 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

15. **Employment Eligibility.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

**15.1 Definitions for this Section.**

15.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

15.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

15.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

15.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

15.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

15.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

15.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

15.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court



City of Pembroke Pines

no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

16. **Notice.** Whenever any Party desires to give notice unto any other Party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended and the remaining Party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
 City of Pembroke Pines
 601 City Center Way, 4th Floor
 Pembroke Pines, Florida 33025
 Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
 Goren, Cherof, Doody & Ezrol, P.A.
 3099 East Commercial Boulevard, Suite 200
 Fort Lauderdale, Florida 33308
 Telephone No. (954) 771-4500
 Facsimile No. (954) 771-4923

CONTRACTOR: Jerry DiLella, Communication Consultant
 Industrial Communications & Electronics, Inc.
 350 NW 215th Street
 N. Miami, FL 33169
 E-mail: Jerry.Dilella@induscom.com
 Telephone No: (954) 553-7373

17. **Assignment and Delegation.** Neither Party shall assign or delegate this Agreement or any rights, duties or obligations hereunder to any person and/or entity without prior express written approval by the other.
18. **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity



City of Pembroke Pines

for goods or services of: any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or is engaged in business operations in Syria.

19. **No Waiver of Sovereign Immunity.** Nothing contained in Exhibit "A" nor set forth herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.
20. **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.
21. **Binding Authority.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.
22. **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

23. **Uncontrollable Forces.**

23.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

23.2 Neither party shall, however, be excused from performance if nonperformance is due



City of Pembroke Pines

to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

24. **Entire Agreement.** These terms, together with Exhibit "A" and Exhibit "B", incorporated herein by reference, and any subsequent purchase ordered agreed to by the Parties, sets forth the entire understanding of the Parties and supersedes all prior agreements, whether written or oral, with request to such subject matter.

25. **Conflict of Terms.** The terms and requirements set forth herein are intended to supplement and prevail over the terms set forth in Exhibit "A" in the event of any conflict or ambiguity.

24.1 . All references to "School District of Lee County" in Exhibit "A" shall be construed as a reference to CITY, and all terms and conditions shall be deemed as having been available for use by the City of Pembroke Pines.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:
Marlene D. Graham
E858EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK

BY: *[Signature]*
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:
Danielle Schwabe
013E807C191D4FF...
Print Name: Danielle Schwabe
OFFICE OF THE CITY ATTORNEY

DocuSigned by:
Charles F. Dodge
47B966ECFDAD4AC...
BY: CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

INDUSTRIAL COMMUNICATIONS & ELECTRONICS, INC.

Signed By: *[Signature]*
Print Name: Terry DiLella
Title: REGIONAL SALES MANAGER



PROCUREMENT SERVICES

April 13, 2020

Industrial Communications & Electronics, Inc.
Attn: Jerry DiLella/Maria Galvan
17311 Alico Center Road, Unit C
Fort Myers, FL 33967
Email: Jerrydilella@induscom.com; Maria.galvan@induscom.com

RE: ITN No. N197372LN – Two Way Radio Equipment and Services

Dear Mr. DiLella & Ms. Galvan:

Thank you for your proposal for Two Way Radio Equipment and Services received on Thursday, January 16, 2020.

I am pleased to inform you that this ITN has been awarded to your firm as indicated by the enclosed tabulation. This ITN is effective April 7, 2020 through April 6, 2023, as approved by the School Board on Tuesday, April 7, 2020.

Before any Purchase Order will be processed, the following must be on file with the District:

1. Company's current W9
2. Certificate of Insurance (School Board of Lee County)

ANY Contractor or subcontractor, performing at the request of the Contractor and approved in advance by the District, who will be on the School District of Lee County property, must comply with the Fingerprinting requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468. Please allow up to two (2) weeks for this process. Please visit the following link for additional information regarding these requirements: <http://www.fieldprintflorida.com>.

Thank you for your continued interest in the School District of Lee County.

Sincerely,

Lorie Nein
Procurement Agent

Enclosure

cc: File No. N197372LN

THE SCHOOL DISTRICT OF LEE COUNTY DEPARTMENT OF PROCUREMENT SERVICES 2855 COLONIAL BLVD FORT MYERS, FL 33966			Industrial Communications & Electronics, Inc. Attn: Jerry DiLella / Maria Galvan 17311 Alico Center Road, Unit C Fort Myers, FL 33967		Radio One, Inc. Attn: Greg Parker 4319 35th Street Orlando, FL 32811	
TWO WAY RADIO EQUIPMENT AND SERVICES ITB: N197372LN OPENING DATE: Thursday, January 16, 2020 at 2:00 PM			Phone: (239) 596-5322 Email: jerrydilella@induscom.com Email: maria.galvan@induscom.com		Phone: (407) 352-9242 Fax: (407) 248-8654 Email: gregp@radio1inc.com	
Category A - School Based Two-Way Radio Equipment			NEGOTIATED UNIT PRICE			
Item No.	Model No.	Item Description	Unit Price		Unit Price	
			UHF		UHF	
1	VX261	Analog 5W 16 Channel	\$152.50			
1a		Standard Battery				
1b		Standard Rapid Charger				
1c		Standard Antenna				
1d		Belt Clip				
2	VX264	Analog 5W 128 Channel w/Display and Keypad	DISCONTINUED			
2a		Standard Battery	REPLACEMENT SUGGESTION			
2b	(or equivalent)	Standard Rapid Charger	EVX-S24			
2c		Standard Antenna	\$198.41			
2d		Belt Clip				
3	EVX261	Analog/Digital 4W 16 Channel	\$213			
3a		Standard Battery				
3b		Standard Rapid Charger				
3c		Standard Antenna				
3d		Belt Clip				
4	EVX261	Analog/Digital 5W 16 Channel	\$213.00			
4a		Standard Battery				
4b		Standard Rapid Charger				
4c		Standard Antenna				
4d		Belt Clip				
5	EVXS24	Analog/Digital 256 Ch w/Display and Keypad (Blk)	\$197.50			
5a		Standard Battery				
5b		Standard Rapid Charger				
5c		Standard Antenna				
5d		Belt Clip				
6	EVXS24	Analog/Digital 256 Ch w/Display and Keypad (Y)	\$198.41			
6a		Standard Battery				
6b		Standard Rapid Charger				
6c		Standard Antenna				
6d		Belt Clip				
7	DTR700	Digital 1W 900MHz w/ Display and Keypad	\$243.60			
7a		Standard Battery				
7b		Standard Rapid Charger				
7c		Drop-in Charger				
7d		Stubby Antenna				
7e		Swivel Holster				
8	CP200D	Analog 4W 16 Channel	\$316.19			
8a		Standard Battery	VHF \$307.00			
8b		Standard Rapid Charger				
8c		Standard Antenna				
8d		Belt Clip				
Category A - School Based Two-Way Radio Equipment (Continued)						
Item No.	Model No.	Item Description	Unit Price			
			UHF			
9	CP200D	Analog/Digital Enabled 4W 16 Channel	\$375			
9a		Standard Battery	VHF \$360.00			
9b		Standard Rapid Charger				
9c		Standard Antenna				
9d		Belt Clip				
10	SL300	Analog/Digital 3W 99 Channel and Display	\$274.50			
10a		Standard Battery	VHF \$251.5			
10b		Standard Rapid Charger				
10c		Standard Antenna				
10d		Standard Carry Holster				
11	XPR3300E	Analog/Digital 4W or 5W 16 Channel	\$452			
11a		Standard Battery	VHF \$425.00			
11b		Standard Rapid Charger				
11c		Standard Antenna				
11d		Belt Clip				
12	XPR3500E	Analog/Digital 4W or 5W 128 Ch w/ Display & KP	\$488.81			
12a		Standard Battery	VHF \$462.56			
12b		Standard Rapid Charger				
12c		Standard Antenna				
12d		Standard Carry Holster				
13	SL3500E	Analog/Digital 128 Ch w/ Display & KP	\$488.81			
13a		Standard Battery	VHF \$462.56			
13b		Standard Charger				
13c		Standard Antenna				
13d		Standard Carry Holster				
14	XPR7350E	Analog/Digital 32 Channel	\$760.65			

NON RESPONSIVE

NON RESPONSIVE


14a		Standard Battery	(VHF \$734.40)
14b		Standard Charger	Capable Model
14c		Stubby Antenna	5 Year Essential Repair and Software
14d		Standard Carry Holster	Warranty
15	XPR7550E	Analog/Digital 1000 Channel w/Display and KP	\$813.15
15a		Standard Battery	(VHF \$786.90)
15b		Standard Charger	Capable Model
15c		Stubby Antenna	5 Year Essential Repair and Software
15d		Belt Clip	Warranty
16	SL7550E	Digital 1000 Channel w/Display and KP	\$911.46
15a		Standard Battery	5 Year Essential Repair and Software
15b		Micro USB Charger	Warranty
15c		Pre-Installed Antenna	
15d		Standard Carry Holster	
Category A - School Based Two-Way Radio Equipment (Continued)			
Item No.	Model No.	Item Description	Unit Price
			UHF
16	SLR5700	50 W Analog or Digital Repeater	\$3,615.00
16a		Repeater pricing to include standard base station, installation labor, antenna, antenna mount, transmission line, lightning suppression, surge suppression, bonding/grounding, all miscellaneous mounting parts and hardware, and labor costs for removal and disposition of old equipment (note: removal of old equipment must be coordinated with designated SDLC ISD contact).	Includes wall mount bracket kit for repeater. - 5 Year Essential Repair and Software
17	Labor	Hourly Rate for servicing and maintaining District School-Based Two-Way radio systems. Services include (but are not limited to) repair, routine testing, systems testing, and radio/repeater re-programming.	\$90.00
18	FCC-Exist	FCC License Coordination Fee for existing FCC licenses. This fee covers modification or renewal of District's EXISTING licenses.	Renewal \$225 Analog to Digital Modification \$125 Modification to add repeater \$350
19	FCC-New	FCC License Coordination Fee for new FCC licenses. This fee covers application for NEW licenses to support District equipment at previously unlicensed location(s).	\$630
20	School Markup	Dealer markup from cost for parts, materials, and equipment not specifically listed, expressed as a percentage, not to exceed 5%. Examples include Bi-Directional Amplifier Systems/Components, Cellular DAS systems/components, etc.	
Category B - Transportation Two-Way Radio Equipment			
Item No.	Model No.	Item Description	Unit Price
21	XPR5580M	Digital 900MHz 35 W 160 Channel Mobile Radio, to include mounting bracket, standard compact microphone, 10ft power cable, five year warranty, programming, and fleet management	\$533.00
21a		3DB Gain Stubby Antenna	\$26.00
21b		Mobile Radio Mounting Kit	\$18.00
21c	RKN4136	Ignition Sense Cable	\$26.00
22		Handheld Radio Compatible with Mobile Radios	XPR7580e ENABLED \$653.00
23	LABOR	Hourly Rate for complete installation of mobile radio	\$90.00
24	LABOR	Hourly Rate for servicing and maintaining District Transportation-Based Two-Way radio systems. Services include (but are not limited to) repair, routine testing, systems testing, and radio/repeater re-programming, switch/sensor installation, etc..	\$90.00
25	Trans Markup	Dealer markup from cost for parts, materials, and equipment not specifically listed, expressed as a percentage, not to exceed 5%.	5%
Category C - Transportation Two-Way Radio Airtime			
Item No.	Model No.	Item Description	Unit Price
26		Monthly Leased Airtime (per Radio) Active	\$19.00
27		Monthly Leased Airtime (per Radio) Seasonal/stand - by inactive rate	\$8.00
I UNDERSTAND AND HAVE THE ABILITY TO ACCEPT CREDIT CARDS FOR PAYMENT AS SPECIFIED ON PAGE 15 - SECTION 6. (YES OR NO)			YES
Required Submittal Checklist			Yes No
Attachment A - Proposal Response Form			Yes Yes
Attachment B - Reference Request Form			Yes No
Attachment C - Insurance Requirements Form			Yes No
Attachment D - Addenda Acknowledgement Form			Yes No
Attachment E - Debarment Form			Yes No
Attachment F - Drug Free Workplace Certificate			Yes No
Attachment G - Public Entity Crimes Form (notarized)			Yes No
Attachment H - Emergency/Storm Related Catastrophe Agreement			Yes No
Attachment I - Guarantee/Compliance/Distance to Site Form			Yes No
Attachment J - Corporate Overview, Related Experience and Key Personnel			Yes No
Attachment K - Sealed Proposal Mailing Label			Yes No
Motorola Radio Dealer Certificate			Yes No
Motorola Branded Authorized Warranty Service Center Certification			Yes No
Assigned Employee's Technical Credentials			Yes No
Detailed description of the Emergency Declaration features and programming options			Yes No
Current Copy of Business License or SunBiz Web Page			Yes No

One (1) manually signed proposal and six (6) copies,	Yes	No
Electronic copy of submittal	Yes	No

Awarded Vendor

- 27 Vendors Were Notified of ITN
- 1 Vendor Submitted a Responsive Proposal
- 1 Vendor Submitted a Non-Responsive Proposal
- 25 Vendors Did Not Respond

It is recommended that this ITN be awarded to Industrial Communications & Electronics, Inc. being the highest ranked, best value firm based on the evaluation committee ranking and negotiated pricing.

APPROVED BY: 
Lorie Nein Date: February 21, 2020
PROCUREMENT AGENT

TABULATION ONLY. THIS IS NOT A PURCHASE ORDER.
ATTN: SCHOOL DISTRICT PERSONNEL. ITN NUMBER, ITEM NUMBER & DESCRIPTION MUST BE ENTERED ON REQUISITION(S).

Evaluation Committee

**Scoring of
WRITTEN PROPOSALS**

ITN No. N197372LN
Two Way Radio Equipment and Services

January 22, 2020

Industrial Communications & Electronics, Inc.	472

27 Vendors were notified of the ITN

1 Vendor submitted a responsive proposal

1 Vendor submitted a non-responsive proposal

25 Vendors did not respond

It is recommended that this ITN be awarded to Industrial Communications & Electronics, LLC. being the highest ranked, best value firm based on the evaluation committee ranking and negotiated pricing.

APPROVED BY: 

DATE: 2/21/2020



INVITATION TO NEGOTIATE
 School District of Lee County
 Department of Procurement Services
 (239) 337-8180 Phone

Release Date: November 25, 2019
 ITN No.: ITN No. N197372LN
 ITN Title: TWO WAY RADIO EQUIPMENT AND SERVICES
 Contact: Lorie Nein (LorieLN@leeschools.net)

This proposal must be submitted to The School District of Lee County, Department of Procurement Services, 2855 Colonial Boulevard, Fort Myers, Florida, 33966-1012, no later than **2:00 p.m. local time on January 16, 2020** and plainly marked ITN No. N197372LN- TWO WAY RADIO EQUIPMENT. Proposals are due and will be opened at this time.

REQUIRED SUBMITTAL CHECKLIST

For each item below initial that forms are accurately completed, signed by an officer of the business, and returned with the proposal.

- | | |
|---|--|
| <input type="checkbox"/> (Attachment A) Proposal Response Form | <input type="checkbox"/> (Attachment J) Corporate Overview, Related Experience and Key Personnel |
| <input type="checkbox"/> (Attachment B) Reference Request Form | <input type="checkbox"/> (Attachment K) Sealed Proposal Mailing Label |
| <input type="checkbox"/> (Attachment C) Insurance Requirements Form | <input type="checkbox"/> Motorola Radio Dealer Certificate |
| <input type="checkbox"/> (Attachment D) Addenda Acknowledgement Form and copies of each addenda | <input type="checkbox"/> Motorola Branded Authorized Warranty Service Center Certification |
| <input type="checkbox"/> (Attachment E) Debarment Form | <input type="checkbox"/> Assigned Employee's Technical Credentials |
| <input type="checkbox"/> (Attachment F) Drug-Free Workplace Certification Form | <input type="checkbox"/> Detailed description of the Emergency Declaration features and programming options |
| <input type="checkbox"/> (Attachment G) Public Entities Crime Form must be notarized | <input type="checkbox"/> Current Copy of Business License or SunBiz Web Page |
| <input type="checkbox"/> (Attachment H) Emergency/Storm Related Catastrophe Agreement | <input type="checkbox"/> One (1) manually signed proposal, six (6) copies, and an electronic version in PDF format on flash drive as requires herein |
| <input type="checkbox"/> (Attachment I) Guarantee/Compliance/Distance to Site Form | |

Proposer Business Name: _____

Proposer Taxpayer Identification Number: _____

Address: _____

Telephone: _____ Email Address: _____

Name of Owner or Authorized Officer/Agent: _____ Title: _____

Additional Contact Name: _____ Email Address: _____

Signature of Owner or Authorized Officer/Agent: _____
(Proposal must be signed by an officer or employee having authority to legally bind the Proposer)

Date: _____

Anti-Collusion Statement/Public Domain: I, the Proposer, have not divulged, discussed, or compared this proposal with any other Proposer/firm/individual and have not colluded with any other Proposer/firm/individual in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal. I acknowledge that all information contained herein is part of the public domain subject to the Public Records Act, Chapter 119, Florida Statutes.

Proposal Certification: By my signature, I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this **Required Submittal Checklist**, I further certify complete and unconditional acceptance of the contents inclusive of this Invitation to Negotiate, and all appendices and the contents of any addenda released hereto.

NO RESPONSE – I hereby submit a “NO RESPONSE” for the following reason(s):

- | | |
|---|--|
| <input type="checkbox"/> Insufficient time to respond | <input type="checkbox"/> Addendum received too late to respond |
| <input type="checkbox"/> Specifications were unclear or restrictive | <input type="checkbox"/> Could not meet insurance requirements |
| <input type="checkbox"/> We do not offer the product/service | <input type="checkbox"/> Could not meet bonding requirements |
| <input type="checkbox"/> Could not meet specifications | <input type="checkbox"/> Other: _____ |

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GENERAL CONDITIONS

Proposer: to ensure acceptance of the proposal follow these instructions.

1. **Sealed Proposal Requirements:** The "Invitation to Negotiate" sheet must be completed, signed, and returned with each proposal. Proposers must submit one original, manually signed proposal signed by a representative authorized to legally bind the Proposer to the provisions herein; additional copies as required in the detailed specifications; one electronic version on flash drive identical to the original in PDF format; and all attachments and forms completed as required herein. Additional proposal submittal requirements may be defined in the detailed specifications herein. Unless otherwise specified, Proposers must use the form(s) furnished by the District. **Proposals received that fail to comply with these submittal requirements may not be considered for award.**
2. **Definitions:** For the purpose of this Invitation to Negotiate (ITN), the following words and phrases shall have these meaning:
 - a) "District" shall mean The School District of Lee County, Florida.
 - b) "Proposer" shall mean any person, firm or corporation who submits a proposal pursuant to this ITN.
 - c) "Vendor" shall mean the successful Proposer(s), whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
3. **Proposer's Responsibility:** **It is the responsibility of the Proposer to obtain all pages of the ITN package and all attachments thereto, together with any addenda to the ITN package that may be issued prior to the ITN due date.** Proposers are required, before submitting a proposal, to obtain and carefully examine the ITN specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Proposer will in no way relieve them of any of the obligations and responsibilities which are a part of this proposal.
4. **Proposal Submittal:** All proposals shall be typewritten or filled in with pen and ink. Proposals having erasure or corrections must be initialed by the Proposer in ink. All proposals must be signed in ink by an officer or employee having authority to legally bind the Proposer. All proposal pricing shall be on the response form provided herein and signed by an authorized officer of the company. By signing, Proposer attests that they fully understand there will be no recourse for negligence or oversight for not doing so. Completed proposal must be submitted in a sealed envelope.
5. **Specification Precedence:** If a conflict exists between the general conditions and the detailed specifications, then the detailed specifications shall prevail.
6. **Public Entity Crime:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted Vendor list. Proposers shall complete and submit with their Proposal the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement, provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.
7. **Specification Variances:** For purpose of evaluation, the Proposer shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the proposal, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions herein.
8. **Requests for Clarifications:** Any and all questions regarding this ITN, whether technical, procedural or otherwise, must be submitted in writing to the attention of the Procurement Agent designated herein, ten (10) business days prior to the ITN due date, or as otherwise specified in the detailed specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the ITN documents. No correction or clarification of any ambiguity, inconsistency or error in the ITN terms, conditions or specifications will be made to any Proposer orally. Only the interpretation or correction so given by the Procurement Agent, in writing, shall be binding. Proposers are advised that no other source is authorized to give information concerning, explaining, or interpreting the ITN documents. If a Proposer should be of the opinion that the meaning of any part of the proposal specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Procurement Agent in writing no more than three (3) days after the receipt of the documents.
9. **Delivery of Proposal:** One proposal clearly marked "Original", copies as required herein and an electronic version on flash drive identical to the original in PDF format, of response must be furnished and arrive no later than 2:00 PM., local time, on or before the due date specified on the cover sheet of this ITN, to be considered. Proposals shall be organized and shall include necessary information as to be in full compliance with the ITN specifications. The District reserves the right to reject and not consider any proposal that is not submitted in accordance with the ITN general conditions, specifications or ITN submittal requirements. The response shall be submitted in a sealed envelope addressed to The School District of Lee County, Department of Procurement Services, 2855 Colonial Blvd., Fort Myers, FL 33966-1012.
 - a) If a proposal is delivered in person, Proposer must follow the District's security access procedures as follows: park in visitor's parking area; enter building through front door; present proposal to Procurement Department representative for official date/time stamping.

- b) Proposals received by telephone, telegraph, electronic mail, or facsimile machine shall not be accepted unless stated in the special conditions of this ITN.
10. **Proposal Opening:** Proposal openings shall be public at the date and time stated in the ITN at the Department of Procurement Services of The School District of Lee County, 2855 Colonial Blvd., Fort Myers, Florida 33966-1012, unless otherwise indicated.
11. **Proposals Received Late:** It is the Proposers responsibility to assure that the proposal is received by the Department of Procurement Services prior to the opening date and time specified. Any proposal received after the opening date and time shall not be considered for award. The District will not be responsible for proposals received late because of delays by a third party delivery service; e.g., U.S. Mail, UPS, Federal Express, etc.
12. **Processing Time:** It is understood that the normal proposal processing time shall be 120 days after the opening date of this ITN, and that prices reflected by the proposal will be firm through the proposal processing time and the delivery of items awarded.
13. **Original and Renewal Term:** The award resulting from this ITN shall be in effect for the term defined in the detailed specifications commencing upon Board approval or until new proposals are taken and awarded. The award resulting from this ITN (or any portion thereof) has the option of being renewed as defined in the detailed specifications, or extended for a period up to 180 days, upon mutual agreement of both parties, under the same terms and conditions as the original award. The District, through its Department of Procurement Services, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by the District. The Proposer agrees to these conditions by signing its proposal.
14. **Lobbying:** From the time that a formal solicitation is released until such time as an award is made by the School Board, Vendors are prohibited from lobbying School Board Members, District employees, or any community member appointed to serve on the relevant selection committee, regarding the formal solicitation. All inquiries must be written and directed to the Department of Procurement Services.
- (a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of School Board Members, District employees, or any community member appointed to serve on the relevant selection committee, on the award of a contract. Lobbying by any respondent or any individual on behalf of a Vendor will result in rejections/disqualification of said response.
- (b) Violation of the provision regarding lobbying may also result in debarment of the Vendor as provided in Policy 6.071.
15. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating proposals and making awards. Cash discount terms, if offered in the proposal, must be clearly indicated on each invoice.
16. **Brands:** Proposers shall indicate, for each item proposed, the name and model of the brand being proposed. Use of brand names, trade names, make, model, manufacturer, or Vendor catalog number in the specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition; therefore, the phrase "OR APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is proposed, it is the Proposer's responsibility to submit, with the proposal, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Proposals received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The District shall be the sole judge concerning the merits of proposals submitted. If a Proposer does not indicate what he is offering in the proper blank and if the Proposer is successful in being awarded the item(s) then the Proposer shall be obligated to furnish the item(s) specified by the District.
17. **Warranty/Guarantee:** All materials and/or services furnished under this proposal shall be warranted by the Vendor, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Vendor must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The Vendor shall make any such repairs and/or replacements immediately upon receiving notice from the District.
18. **Proposal Evaluation and Award:** Proposals shall be reviewed in accordance with the ITN specifications and conditions and the best interest of the District. The District reserves the right to accept or reject any or all proposals in part or in whole, waive minor variations, informalities, irregularities, omissions or technicalities, request new proposals, and/or consider alternate proposals which meet the general specifications set forth. Proposals which contain any alteration, addition, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by the District. The District reserves the right to award proposals on such products and/or services it deems will best serve the District's best interest from the standpoint of price, quality, and suitability for the intended purpose and any other determining factors.
- a) Proposals will be evaluated, scored and ranked based on the written responses to the proposal grading criteria specified herein. Based on the rankings, one or more firms may be selected to commence negotiations. The District reserves the right to create, and select Proposers from a "short list" in order to enter into final contract negotiations with one or more Proposers, with the intent

- of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations.
- b) The District reserves the right to conduct optional interviews/presentations with none, some or all Proposers.
 - c) The District reserves the right to negotiate individually or collectively with one or more top ranked firms, and to evaluate, score and rank Proposers who enter into final contract negotiations, based on the grading criteria specified herein. Proposers invited to negotiate shall make available at each and every negotiation their representatives with the responsibility and authority to legally commit the Proposer to final terms and conditions. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation.
 - d) After final evaluation, ranking, and/or negotiation of one or more proposals, a tabulation of the responses with intent to award shall be posted for review by interested parties on the School District of Lee County's website <http://www.leeschools.net/procurement> for a period of no less than three (3) days.
 - e) A recommendation for award will be presented to the Superintendent, and subsequently to the School Board for consideration. The School Board exercises the authority to accept or reject proposals.
19. **Notification of Award/Purchase Orders:** Upon Board approval to award a contract, participating Proposers, successful and unsuccessful, shall be notified of the award configuration in writing by the Department of Procurement Services. Proposers who are awarded a contract resulting from this ITN are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Department of Procurement Services. Notification of Award is not to be construed as authorization to provide goods or services.
20. **Contract Documents:** The submission of a proposal constitutes an offer by the Proposer. Upon Board approval the Department of Procurement Services will issue a letter of award. This ITN, any addenda to this ITN, the submitted proposal, revisions to such documents agreed upon by both parties in writing during the negotiation process, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful Proposer and the District. If a specific contract document is requested by the District, it shall be included with the above mentioned items as part of the contract agreement. Each proposal is received with the understanding that an acceptance in writing by the District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Proposer and the District. This contract shall bind the Proposer to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the terms conditions of said accepted proposal. It is agreed that the Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the District and any sureties.
21. **General Information about the District:** The District and its School Board of Lee County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.
- a) The School Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.
 - b) The District serves the entire area of the county, including the cities of Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach, Sanibel and the Village of Estero. The District's enrollment is approximately 90,000 pre-k-12 students. With approximately 12,000 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the District is the largest employer in Lee County.
22. **Price Adjustments:** The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:
- a) The volatility is due to causes wholly beyond the Vendor's control
 - b) The volatility affects the marketplace or industry, not just the particular Vendor's source of supply
 - c) The effect on pricing or availability of supply is substantial
 - d) The volatility so affects the Vendor that continued performance of the contract would result in substantial loss or financial hardship.
- The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Procurement Services within twenty four hours after receipt of an order from the District for the affected product and will not be considered more than once in a 120-day period. For contracts with an initial award period exceeding one (1) year, prices shall remain firm for the first year.
23. **Substitutions:** Should a particular product become unavailable after award due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or quality or compatibility as solely determined by the District, Vendor may propose a substitute product to the District. The Vendor shall provide specifications for the proposed substitute product, or if requested by the District, a sample of the proposed substitute. Vendor will also provide

documentation as to the unavailability of the original awarded product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original awarded product will be unavailable. Whether a substitute is necessary and whether the proposed substitute is acceptable are solely within the discretion of the District.

24. **Vendor Performance:** The Vendor shall provide competent, suitable, qualified personnel to perform any project required by the ITN. The Vendor shall at all times maintain good discipline and order while on District property. Vendor employees and Subcontractor employees (if authorized) assigned to this contract must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation. When on District property:

- a) The Vendor shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.
- b) The Vendor shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee while on District property. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.
- c) The Vendor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Vendors employees shall refrain from using foul, abusive, or profane language on District property.
- d) Upon arrival and departure onto any District school campus, the Vendor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
- e) The Vendor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by the District. Vendor's personnel shall be aware that it is illegal to have in one's possession any firearm, illegal drug or alcoholic beverage while on District property; or be under the influence of any illegal drug or alcoholic beverage while on District property.
- f) When on District property, the Vendor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.
- g) All employees are prohibited from distributing any papers or other materials upon District property, and are strictly prohibited from using any District telephones or other office equipment.

- h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by the District.
- i) The Vendor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Vendor.
- j) The Vendor shall be responsible for all damages caused by the Vendor, its Subcontractors and employees of each, and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.
- k) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Vendor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Vendor to condition at least equal to that existing at the time of Vendor's commencement of any project.
- l) Vendor acknowledges that work may be performed at a particular project site where the District simultaneously is conducting and continuing its operations upon the same site. In such event, Vendor shall coordinate its work so as to cause no unreasonable interference with or disruption to the District's operations. The District may perform other work related to any particular project at the site by the District's own forces, have other work performed by utility owners or let other direct contracts.
- m) If during the performance of any project, Vendor or any Subcontractor, sub-Subcontractor, agent, employee or anyone else for whom Vendor is legally liable, causes a disruption to any utilities service to other facilities or customers within a project area, Vendor shall take all actions necessary and required to immediately restore such utilities service. If Vendor fails to take such immediate actions the District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by the District as a result thereof shall be reimbursed to the District by Vendor within five (5) business days of written demand for same from the District.
- n) Vendor is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Vendor's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Vendor shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Vendor shall comply with all applicable codes, laws, ordinances, rules and regulations of the District and any

public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Vendor observes that the Contract Documents are at variance therewith, it shall promptly notify the District in writing.

- o) When requested, Vendor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to the District's facilities or personal property therein.
- p) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.
- q) The Vendor shall be responsible for instructing their employees in all safety measures. All equipment used by the Vendor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufacturers recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:
 - i. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
 - ii. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
 - iii. The Vendor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
 - iv. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
 - v. All debris shall be removed to an environmentally approved landfill or recycling center.

FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.

- 25. **Inspection, Identification and Acceptance:** Vendors shall be responsible for delivery of items in new condition meeting specification at point of destination. Vendor shall file with the carrier all claims for breakage, imperfections and other losses. If the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.
- 26. **Bid Bonds:** Bid bonds, when required, shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful Proposers.

- 27. **Performance Bonds:** When required and after acceptance of a proposal, the District will notify the successful Proposer to submit a recorded payment and performance bond in the amount specified in the detailed specifications.
- 28. **Worker's Compensation:** Vendors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of their employees employed on the project. In case any work is sublet, Vendor shall require Subcontractors similarly to provide Workers' Compensation Insurance.
- 29. **Scrutinized Companies:** By submitting a proposal, Proposer certifies that it complies with House Bill 545 which prohibits a company that is on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel from bidding on, submitting a proposal for, or entering into or renewing a contract with an agency or local government entity for goods or services of any amount. The bill also requires a contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, to contain a provision that allows for the termination of the contract at the option of the awarding body if the company has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. An agency or local governmental entity is authorized to make a case-by-case exception to the prohibition of contracting with companies that are on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel if certain conditions are met. Additionally, the bill requires a company to provide certification that it is not engaging in a boycott of Israel before submitting a bid or entering into or renewing a contract with an agency or local governmental entity. The bill provides for preemption of any ordinance or rule of any agency or local governmental entity involving public contracts for goods or services of any amount with a company that has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- 30. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this ITN are violated by the Vendor, the Superintendent or designee will give written notice to the Vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the Board for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the Vendor that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Proposer from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Procurement. The contract may

be terminated in accordance with Section 287.135, Florida Statutes, by the District if:

- a) Vendor is found to have submitted a false certification concerning inclusion on a Scrutinized Companies List;
 - b) Vendor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
 - c) Vendor has been placed on the Scrutinized Companies with activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; or
 - d) Vendor has been engaging in business operations in Cuba or Syria.
 - e) The School District may at any time by written notice to the Vendor stop all or any part of the work for this ITN award. Upon receiving such notice, the Vendor will take all reasonable steps to minimize additional costs during the period of work stoppage. The District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the ITN terms and conditions.
 - f) Failure of the Vendor to provide products within the time specified in the ITN shall result in the following: The Buyer shall notify Vendor in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If awarded Vendor cannot provide product, the District reserves the right to purchase product from the next lowest responsive and responsible awarded Vendor. The defaulting Vendor may be responsible for reimbursing the District for price differences.
31. **Default:** In the event that the awarded Proposer should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
 32. **Liability:** Where Vendors are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a proposal award, the awarded Vendor assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to the Attachment C (Insurance Requirements form) for the District's insurance requirements.
 33. **Indemnity: This General Condition of the ITN is NOT subject to negotiation and any proposal that fails to accept these conditions may be rejected as "non-responsive", unless Vendor is entitled to sovereign immunity by action of the Florida Legislature.** The District agrees to assume liability in the amounts and for the cause established in Section 768.28, Florida Statutes for only injuries or damage caused by the negligence of the District, its agents or employees in performance of the duties of this contract. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Vendor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Vendor's limit of, or lack of, sufficient insurance protection.
 34. **Taxes:** The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622066C-4, and Federal Tax Identification is No. 59-6000701.
 35. **Laws and Regulations:** Vendors will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Vendors agree not to discriminate against any employee or applicant for employment because of race, gender, religion, color, age or national origin. Lack of knowledge of applicable laws, statutes and ordinances by the Proposer shall not constitute a cognizable defense against actual or potential damages caused thereby.
 36. **Occupational Safety Hazards Act Requirements:** The Proposer certifies that all material, equipment, etc., contained in the Proposal meets all Occupational Safety Hazards Act (OSHA) requirements. The Proposer further certifies that if he or she is the successful Proposer and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Vendor.
 37. **Governing Law & Venue:** All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. In the event of a legal proceeding, the venue for state court shall be in Lee County Florida or for federal court shall be United States District Court, Middle District of Florida.
 38. **Drug-Free Workplace/Identical Tie Proposals:** Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087. If all tied businesses comply with the Drug-Free Workplace requirement, a coin flip will break the tie.
 39. **Ethics:** All awarded Vendors shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, rules promulgated by the Florida Commission of Ethics, and District Purchasing and Bidding Policies.

40. **Conflict of Interest:** Proposer is subject to the provisions of Chapter 112 Florida Statutes. The Proposer must disclose with their response the name of any company owner, officer, director, agent or representative who is also an employee of the School District of Lee County or their immediate family which owns any interest of any amount in the Proposer's company, partnership or agency.
41. **Use of Other Contracts:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative proposal agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received or award made as a result of this proposal, if it is in its best interest to do so. The District also reserves the right to separately propose any single order to purchase any item on this proposal if it is in its best interest to do so.
42. **Authority to Piggyback:** The School District of Lee County is a member of S.W. Florida Cooperative Purchasing Consortium. Other members include governmental entities in Charlotte, Collier, Hendry and Lee Counties. The District is also a member of the Bay Area Schools Purchasing Consortium; other members include the school boards of Brevard, Charlotte, Florida Virtual Schools, Hernando, Hillsborough, Lake, Manatee, Osceola, Pasco, Pinellas, Polk, Sarasota, and Seminole; and additional Florida school boards may join the Consortium. Upon award of this proposal, if mutually agreed upon between the successful Proposer(s) and governmental entity, submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other participating members of the above referenced Consortium entity.
43. **Invoicing and Payment:** Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by The School District of Lee County Procurement Department.
- a) The Vendor will provide **copy of the original invoice to The School District of Lee County, Financial Accounting Department via email FinanceInvoices@LeeSchools.net**
 - b) All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legible and dated.
 - c) The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, **Proposers must presently have the ability to accept these credit cards for payment, or take steps necessary to implement this ability before the start of the contract term, or contract award by the District.** The District reserves the right to revise this program as necessary.
44. **Liquidated Damages Recovery:** Vendor agrees to the use of Liquidated Damages Recovery in the event the Vendor fails to perform in accordance with contract provisions. On any occasion where the Vendor fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Vendor financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Vendor.
45. **Contact Information:** The Vendor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Vendor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.
46. **Bid Protest:** All solicitations and notices of intended decisions with respect to contract awards shall include the following statement: "Failure to follow the requirements of the bid protest procedures established by The School District of Lee County, Florida, shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
47. **Maintaining Public Records:** Parties awarded a contract as a result of this solicitation who provide a service acting on behalf of the District shall:
- a) Keep and maintain public records required by the District to perform the service.
 - b) Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the District.
 - d) Upon completion of the contract, transfer, at no cost, to the District all public records in possession of Vendor or keep and maintain public records required by the District to perform the service. If Vendor transfers all public records to the District upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a

format that is compatible with the information technology systems of the District.

- e) **PUBLIC RECORDS NOTICE: If the VENDOR has questions regarding the application of Chapter 119, Florida Statutes, to its duty to provide public records relating to the agreement, contact the Custodian of Public Records, (239) 337-8420, PublicRecords@LeeSchools.net 2855 Colonial Blvd., Fort Myers, FL 33966.**
48. **Confidential, Proprietary or Trade Secret:** All responses received in response to this solicitation shall be considered a public record pursuant to Chapter 119 Florida Statutes disclosure and will not be confidential with the exception of financial statements.
- a) **Redacted Copies:** If the Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the School District with a separate redacted hard copy and electronic copy of its response.
- b) The redacted copies shall contain the School District's solicitation name, number, and the name of Proposer on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copies shall be provided to the School District at the same time Proposer submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.
- c) Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Proposer shall protect, defend and indemnify the School District for any and all claims from or relating to Proposers determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
- d) If the Proposer fails to submit Redacted Copies with its response, the Department is authorized to produce the entire documents, data or records submitted by Proposer in response to a public records request for these records.
- e) **Public Meetings/Evaluations:** All evaluations of solicitations are subject to discussion at public meetings. If during the course of the evaluation, pertinent facts cannot be disclosed or discussed in a public forum due to the Proposer's designating such materials as confidential, the Proposer's response may be deemed non-responsive and rejected from further consideration of award and any rights to protest is thereby waived.
49. **Patents, Copyrights & Royalties:** Vendors agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives from liability of any nature or kind, including cost and expenses for or on account of copyrighted, patented or un-patented invention, process or article of manufactured or used in the performance of the contract award hereunder. If the Vendor uses any software design, device or materials covered by royalties or cost arising from the use of such design, device or material in any way involved in the product or services shall be included in the price proposal of the Vendor.
50. **ITN Preparation Costs:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the ITN.
51. **State Purchasing Agreements:** Prior to the release of this ITN, a review of State of Florida purchasing agreements was conducted to determine if their use would be economically advantageous to the District.
52. **Vendor Background Screening Requirements:** Vendor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the District in advance of the Vendor providing any services on campus while students are present. The Vendor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Vendor and its employees. Vendor will provide the District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Vendor agrees that in the event the Vendor or any employee who the Vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Vendor will notify the District within 48 hours of such.
- a) The parties agree that in the event that Vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Vendor's failure to comply with the requirements of this paragraph of the Florida Statutes.
- b) Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Vendor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Vendors and their

employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring Vendors to be fingerprinted in every District in which they provide services.

- c) Vendor must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Department of Professional Standards and Equity at 239-337-8331.
- d) Any costs associated with obtaining District badges through the Department of Professional Standards and Equity shall be the sole responsibility of the Vendor.
53. **Vendor Process for Fingerprinting: Vendors who will never be present on a school district campus are not required to be fingerprinted.** Upon award, Vendor is required to comply with the requirements of Florida Statutes, Section 1012.32, 1012.465, 1012.467 and 1012.468 and the Lee County School Board Policy 5.04, Fingerprinting and Background screening, sections 4 and 5. Among other compliance items included in this policy, section 5 (a) and (b) state: **(NO EXCEPTIONS TO BELOW)**
- (a) Prior to the start of work on any District site, all construction vendors and other vendors including but not limited to construction manager, company owners, architects, engineers, specialty vendors, subcontractors and personnel for the same shall be subject to a criminal background check to determine eligibility to perform work on a District site, unless the individual meets an exception contained in the School Board Policy. Individuals subject to a criminal background screening under this section shall pay the processing and maintenance fee required for all appropriate background checks.
- (b) In the event a contract results in the deployment of personnel, whether they are a direct employee of the vendor or a subcontractor, to a District construction site or any District property it is the responsibility of the vendor to follow the requirements of this policy. **Vendor Fingerprinting - Frequently Asked Questions and Cost:** The cost for fingerprinting, and answers to frequently asked questions (FAQs) related to the fingerprinting process, are located on the School District's website: https://www.leeschools.net/our_district/department_s/human_resources/professional_standards_equity - Vendor Fingerprinting. Effective May 12, 2014, fingerprinting services for vendors with the District will be provided by Fieldprint. There are currently multiple local locations that offer Fieldprint fingerprinting services. Those locations, as well as the locations of additional authorized service centers in Florida and other states, are available on the Fieldprint registration website at <http://www.fieldprintflorida.com>.

FEDERAL GRANTS TERMS AND CONDITIONS

For any solicitation that involves, receives or utilizes Federal Grants funding, the following terms and conditions shall be considered a part of the solicitation and resulting award and the Vendor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award:

54. **Illegal Alien Labor:** Vendor shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Vendor must not knowingly employ unauthorized aliens and should such violation occur shall be cause for cancellation of the contract. The Vendor and its Subcontractors will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees.
55. **Recovered Material (2 CFR §200.322):** **applies to all contracts greater than \$10,000.00.** Vendor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the District's preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
56. **Federal Drug-Free Workplace:** Vendor agrees to comply with the drug-free workplace requirements for federal contracts pursuant to 41 U.S.C.A. § 8102.
57. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** **applies if contract is greater than or equal to \$100,000.00.** Vendor certifies that it has filed the required certification and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
58. **Energy Efficiency / Conservation (42 U.S.C. 6201):** Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
59. **Clean Air Act (42 U.S.C. 7401 Et Seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** **applies to contracts and subgrants in excess of \$150,000:** Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Vendor shall report any and

all violations to the Federal awarding agency and the Regional Office of the EPA, and notify the District concurrently within 30 days of notice of the violation.

60. **Debarment and Suspension:** Vendor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

61. **Equal Employment Opportunity:** During the performance of this contract, the Vendor agrees as follows:

- a) The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b) The Vendor will, in all solicitations or advancements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.
- d) The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Record Retention and access requirements to all records. The Vendor will send to each labor union or representative of workers with which he has a collective

bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Vendor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e) The Vendor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The Vendor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h) The Vendor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Vendor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

62. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276C):** The Vendor certifies that it is, and will continue to be, for the term of this contract in for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Vendors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Vendor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

63. **Davis-Bacon Act, as Amended (40 U.S.C. 276a to A-7):** Vendor,

certifies that it is, and will continue for the term of this contract, to be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Vendor is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor agrees to pay wages not less than once a week. The Vendor must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Vendor acknowledges that the decision to award this contract or subcontract is conditioned upon the acceptance of the wage determination which the Vendor accepts. The Vendor agrees to report all suspected or reported violations to the Federal awarding agency and to notify the District concurrently. The Vendor certifies that it is, and will continue to be, for the term of this contract in full compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Vendors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Vendor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

64. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)**: Vendor, certifies that it is, and will continue for the term of this contract, to be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

65. **Health and Safety Standards in Building Trades and Construction Industry (40 U.S.C. 3704)**: No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

DETAILED SPECIFICATIONS
ITN N197372LN
Two Way Radio Equipment and Services

1. **Overview:** Sealed proposals for Two Way Radio Equipment and Services including Repeaters, Installation, Maintenance, Purchase and Repair will be received from eligible Proposers at the School District of Lee County (hereinafter "The District"), **Department of Procurement Services**, 2855 Colonial Blvd, Fort Myers, FL 33966, until **January 16, 2020 at 2:00 PM local time**. The School District of Lee County desires services from a Proposer to provide radio communication services. The District desires to secure firm prices for Two Way Radio Equipment and Services including Repeaters, Installation, Maintenance, Purchase and Repair for various locations throughout the District on an as needed basis. Proposers may submit a response for one, some or all products/services.

Interested parties must register with the Department of Procurement Services by contacting Procurement Agent Lorie Nein at LorieLN@Leeschools.net and provide the responding Proposer's name, primary point of contact for this Proposal, phone number, and e-mail address.

All proposals submitted shall be on the Proposal Response Form, Attachment A, included in the specifications, a copy of which may be reviewed or obtained at the Department of Procurement Services or by downloading from Lee County School District, Procurement Services' website at: <http://www.leeschools.net/procurement>

The District does not discriminate based on race, color, religion, gender, age, sexual orientation, national or ethnic origin, marital status, pregnancy, disability if otherwise qualified, or any other unlawful factor.

2. **Requirements:**

The following requirements are necessary for proposals to be considered for evaluation:

- a) Proposer must be a manufacturer authorized Motorola radio dealer and supply a copy of dealer certificate as part of proposal response.
- b) Proposers shall provide certification that they are competent installers and maintainers of the product(s) utilized on School District of Lee County (SDLC) projects. Possession of such certification shall be considered as evidence of joint responsibility on the part of the manufacturer and the proposer for warranty service and/or replacement of defective products. A copy of Proposer's Motorola Branded Authorized Warranty Service Center certification is required as part of proposal response. **It is the responsibility of the awarded vendor(s) to provide the District with updated copies of current certifications, prior to expiration or personnel change any time during the awarded period.**
- c) Proposer must provide Proof of Technician Certifications; Copy of project assigned employee's technical credentials are required as part of proposal response to include, but not limited to, factory or applicable technical school, college, or university training certificates and/or diplomas applicable to electronic or communication systems installation and maintenance.

3. **Questions About the ITN:** Any questions concerning the Invitation to Negotiate shall be directed in writing to:

The School District of Lee County
Department of Procurement Services
Lorie Nein, Procurement Agent
2855 Colonial Blvd., Fort Myers, FL 33966
Via fax at (239) 337-8200 or
LorieLN@LeeSchools.net

All questions must be received no later than **December 5, 2019 at 2:00 PM**. Any and all written questions received will be compiled and official responses will be developed by appropriate District employees. The compilation of written questions and official responses will be issued by the Department of Procurement Services in the form of addenda and placed on the District's website <http://www.leeschools.net/procurement>. Proposer

shall be responsible for the acknowledgement of each addendum on Attachment D, the Addenda Acknowledgement Form.

Copies of addenda will be made available for inspection at the District's Department of Procurement Services where proposal documents will be kept on file.

No verbal or written information which is obtained other than by information in this document, by addendum to this ITN, or by other contract documents approved and signed by the District, will be binding on the District.

4. **Delivery Requirements:** Prices proposed shall be inclusive of all costs including shop supplies, environmental fees, shipping/handling and delivery. Deliveries are to be F. O. B. destination inside delivered and are to be placed in designated areas as specified by Transportation Services and/or designees to the locations specified in Exhibit 1, School District of Lee County Delivery Locations. The proposer will be expected to provide next day delivery of routine stock orders. Emergency orders should be delivered, as requested, in less than one hour. In the event the awarded vendor cannot provide parts delivery within the allocated time frame, or in the event of an emergency, the District reserves the right to purchase products from another provider, without breaching the contract resulting from an award of this ITN.
5. **Contract Term:** The District anticipates awarding a contract for three (3) years commencing upon Board approval or until new proposals are taken and awarded. The contract (or any portion thereof) has the option of being renewed for three (3) additional one (1) year periods, for a total duration not to exceed six (6) years, upon mutual agreement of both parties, under the same terms and conditions. The District, through its Department of Procurement Services, will, if considering renewal, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the District. The Proposer agrees to this condition by signing its proposal. An alternate award strategy may be implemented at the sole discretion of the District. Post award project work will be distributed at the discretion of the District.
6. **Orders and Payment:** All orders will be placed directly to the Proposer by the District and/or other authorized personnel via a blanket purchase order. No stipulation will be accepted for minimum or maximum orders. The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, Proposers must presently have the ability to accept these credit cards for payment, or take steps necessary to implement this ability before the start of the contract term, or contract award by the District. The District reserves the right to revise this program at its sole discretion.
7. **Guarantee/Compliance/Distance to Site:** All Proposers must submit Attachment I - with the proposal.
 - a) Guarantee - Products and service that are deemed inferior, of poor quality, or unacceptable by representatives of the District shall be returned or fixed at no cost to the District and must be replaced within 48 hours from time of notice of unacceptability with an acceptable product or service. Consistent shipment of unacceptable products or poor workmanship may result in immediate termination of this contract.
 - b) Response Time - Proposers must respond within **30 minutes with a return phone call** during normal business hours, of the District's call if an emergency. The response time shall be 2 hours for a Transportation Services emergency and 4 hours for a school emergency. Normal working hours shall be considered Monday through Friday, 7:00am to 5:00pm excluding District holidays. Contractor shall provide emergency service twenty-four (24) hours a day, seven (7) days a week.
 - c) Distance to site – Proposer shall confirm that their business is located within 50 miles of 2855 Colonial Blvd., Fort Myers, FL 33966.
8. **Addition or Deletion of Sites:** The District reserves the right to add or delete locations at its discretion at any time throughout the term of this ITN. Any additional equipment/facility added during the term of this agreement will be handled in accordance with the conditions and prices of this agreement.

9. **Acceptable Manufacturer Products:** Only those manufacturers and/or products meeting or exceeding commercial quality standards will be acceptable. Products that are deemed inferior, poor quality or unacceptable, by representatives of the District, shall be returned to the awarded Proposer at no cost to the District and replaced with acceptable products within 24 hours of notification of product inferiority.

10. **Brands:** Proposer shall indicate, for each item proposed, the name and model of the brand being proposed. Use of brand names, trade names, make, and model, manufacturer, or proposers catalog number in the specifications is for establishing a grade or quality of material only. It is not The District's intent to rule out other competition; therefore, the phrase "OR APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is proposed, it is the proposer's responsibility to submit, with the proposal, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Proposals received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The District shall be the sole judge concerning the merits of proposals submitted. Once an item is awarded from this proposal to a proposer, no substitution of brands shall be permitted. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the proposer must repair and/or replace the unit without cost to The District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The awarded proposer shall make any such repairs and/or replacements immediately upon receiving notice from The District.

10. **Substitutions/Additions:** For the duration of the awarded contract, upon request of the District, products of a similar nature and cost may be substituted or added, when approved in writing by each District office in advance. Proposer must provide detailed product specifications of substitute or additional products.

11. **New Products:** New products may be added during the term of the contract, upon completion of successful price negotiations between the District and the Proposer(s).

12. **Qualifications:** Proposals will be considered only from Proposers, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of materials requested herein. The Proposer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the District.

13. **Estimated Timeline**

November 25, 2019	Release of ITN N197372LN
December 5, 2019	Written questions due in the Department of Procurement Services by 2:00 PM, local time
January 16, 2020	Proposals due on or before 2:00 PM local time Department of Procurement Services 2855 Colonial Blvd., Fort Myers, Florida 33966-1012
January 22, 2020	Evaluation Committee Meeting Review and Score Written proposals 10:00 AM local time 2855 Colonial Blvd., Fort Myers, Florida 33966-1012
January 2020	Optional interviews, schedule at the District's discretion
February 2020	School Board Action

Dates and times are estimated and are subject to change. Notification of changes to the time schedule will be made to registered Proposers. Response to inquiries regarding the status of a proposal will not be made prior to the posting of award recommendation.

14. Proposal Submittal - Information to be Included in the Proposal: In order to maintain comparability and facilitate the review process, it is required that proposals be organized in the manner specified below. Include all information requested herein in the proposal. All responses to the ITN shall be submitted in an 8 ½" x 11", edge-bound format. Covers may be slightly larger. Sections shall be tabbed to correspond to the headings listed in this section (Attachments A-G can be behind one section tab labeled "Attachments"). Contents shall be in conformance with requested criteria. Include one (1) original, manually signed proposal, six (6) copies, and an electronic PDF version on a flash drive identical to the original. **An electronic copy, on flash drive, of the completed Attachment A in Excel Format shall be submitted with the proposal.** (e.g. with no locked cells; Adobe PDF of Attachment A is not acceptable.) **Failure to comply with proposal submittal requirements may be grounds for proposal rejection, in whole or in part.**

- a. **Table of Contents:** Include a clear identification of the material by section and by page number.
- b. **Title Page:** Include ITN number, subject, the name of the Proposer, address, telephone number, email address and the date.
- c. **Letter of Transmittal:** Proposer shall include the following information in the letter of transmittal:
 - i. Names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, email addresses and telephone numbers. Indicate if the Proposer is a firm or individual.
 - ii. Indicate any and all variances from the ITN specifications, terms and/or conditions regardless of how slight. If no variations are stated, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions of the ITN.
- d. **Certifications and License:** Proposer shall provide current copies of the following:
 - i. A copy of dealer certificate showing Proposer is a manufacturer authorized Motorola radio systems dealer.
 - ii. A copy of Proposer's Motorola Branded Authorized Warranty Service Center certification.
 - iii. Employee certifications - Copy of project assigned employee's technical credentials to include, but not limited to, factory or applicable technical school, college, or university training certificate and/or diploma applicable to electronic or communication systems installation and maintenance.
 - iv. Proposer shall submit a current copy of Proposer's business license or copy of SunBiz webpage illustrating Proposer has successfully engaged in installation, maintenance, purchase and repair of two way radios and repeaters in the State of Florida for a minimum of five (5) consecutive years.
 - v. Proposer shall submit sufficient evidence to confirm it has an office, conducting similar business, which has been in existence at least 6 months prior to solicitation date, within 50 miles of the project location, and it will be the primary office from which the project will be managed.
 - vi. **It is the responsibility of the awarded vendor(s) to provide the District with updated copies of current certifications, prior to expiration or personnel change any time during the awarded period.**
- e. **Emergency Declaration:** The proposer shall include a detailed description of the Emergency Declaration features and programming options.
- f. **Attachment A - Proposal Response Form (Pricing):** Submit proposed hourly labor rates. Pricing shall include all materials, and equipment (beyond what is provided by the District) required to perform the installation/maintenance according to the specification. Pricing shall be all inclusive. For example, pricing shall include all required insurance, licenses, and bonds; overhead; profit; vehicles; and labor per hour and supervision. Pricing for labor provided in Proposer's response shall be inclusive of all labor regardless of day of week/time of day work is performed. For medium to large scale projects it is anticipated that vendors will

be required to work outside of normal school hours. School hours vary by site. The District reserves the right, at its sole discretion, to furnish equipment and materials for any and all jobs or work performed pursuant to this contract. Prices quoted for repeaters shall be inclusive of standard base station, antenna with transmission line, lightning protection, surge protection/grounding, all miscellaneous mounting hardware, labor and removal of any existing old equipment. Proposer shall supply all parts and/or accessories required to produce a complete, operating unit.

- g. **Attachment B – Reference Request Form:** Proposer shall submit a minimum of three (3) references for commercial/institutional customers for whom the Proposer has the ITN requested services performed within the last five (5) years. References that show experience with K-12 organizations are preferred.
- h. **Attachment C – Insurance Requirements Form:** Proposer shall respond to the Districts insurance requirements. **It is the responsibility of the awarded vendor(s) to provide the District with updated copies of current Certificate of Insurance, prior to expiration any time during the awarded period.**
- i. **Attachment D – Addenda Acknowledgement Form:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Addenda Acknowledgement Form must be signed and returned in order for the proposal to be considered.
- j. **Attachment E – Debarment Form:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions.
- k. **Attachment F – Drug-Free Workplace Certification:** Proposer shall complete form with all required information and all signatures as specified. The enclosed for Drug-Free Workplace Form must be signed and returned.
- l. **Attachment G – Public Entity Crimes Form:** Sworn statement under section 287.133(3), (a), Florida Statutes, Public Entity Crimes, **signed and notarized.**
- m. **Attachment H – Emergency / Storm Related Catastrophe Agreement Form:** Proposer shall complete form with all required information and all signatures as specified.
- n. **Attachment I – Guarantee/Compliance/Distance to Site Form:** Proposer shall complete form with all required information and all signatures as specified.
- o. **Attachment J– Corporate Overview, Related Experience and Key Personnel:** Proposer shall complete the form with all required information.
 - i. **Corporate Overview:** provide the location of the office from which service is to be performed; the number of employees; indicate the number of years the business has been in operation; disclose under what other or former name(s) the Proposer is currently operating or has operated; provide a statement of any litigation or regulatory action that has been filed against the Proposer, any affiliates, and/or subcontractors in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against the Proposer, provide a statement to that effect.
 - ii. **Related Experience:** Proposer shall describe experience providing services similar in size, scope and complexity to those requested in the ITN.
 - iii. **Key Personnel:** Proposer shall identify key personnel who shall be assigned to the District. Describe the experience of the individual(s) that demonstrate their knowledge, skills, and ability to support the District in achieving the stated goals and delivering quality work products, and years of service and experience. List the names of personnel who currently hold a Universal Vendor Badge for Florida School Districts, or who hold current District contractor vendor badge.

- p. **Attachment G – Sealed Proposal Mailing Label:** Proposer shall complete a sealed mailing label and adhere it to the sealed proposal.

15. **Evaluation of Proposals – Evaluation Criteria:** Proposals shall be scored using the following evaluation criteria.

EVALUATION CRITERIA	MAXIMUM POINTS
Pricing	35
Related Experience	30
Certifications	25
Submittal (completeness, correctness, and clarity)	10
TOTAL POSSIBLE POINTS	100

Based on the scores Proposers will be ranked and one or more Proposers may be selected to commence negotiations. The District reserves the right to create, and select Proposers from a “short list” in order to enter into final contract negotiations with one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation. The District reserves the right to conduct optional interviews/presentations with none, some or all Proposers. The following criteria will be used to evaluate presentations and/or interviews of one or more “short listed” Proposers.

EVALUATION CRITERIA	MAXIMUM POINTS
Best Value to the District	35
On-site Team	30
Project Approach	25
Safety and Litigation Records	10
TOTAL POSSIBLE POINTS	100

NOTE: In the event of a tie, see section 38 of the General Terms and Conditions.

TECHNICAL SPECIFICATIONS

ITN No. N197372LN

Two Way Radio Equipment

Category A: School Based Two Way Radio Equipment and Services

1. All equipment proposed shall meet or exceed applicable National Electrical Code (NEC), Underwriters Laboratories, Inc. (UL), Federal Communications Commission (FCC), American National Standards Institute (ANSI), International Standards Organization (ISO), Institute of Electrical and Electronics Engineers (IEEE), Electronics Industries Association (EIA), Association of Public Safety Commission Officials (APCO 25), and American Society for Testing and Materials (ASTM) requirements, standards, specifications, practices and/or procedures current at the time of contract award.
2. While performing maintenance on District radio systems, radio frequencies **may not** be changed and/or switched unless prior approval is obtained from the District's authorized point of contact. Vendor(s) shall be responsible for any corrective repairs necessitated by unauthorized actions on the part of the vendor(s) technicians and for any fines incurred by the District as a direct result thereof. District frequencies **must** be licensed in the Public Safety spectrum.
3. Radios purchased and delivered must be programmed and tested at the District's delivery site by an authorized company representative.
4. Prices quoted for radio equipment shall be inclusive of radio, antenna, charger and vendor(s) representative programming and site testing. Note that space is available for separate pricing for accessories in the event District wishes to purchase additional/replacement accessory items.
5. Awarded vendor(s) shall maintain an updated inventory of District radio programming (frequencies, codes, etc.) organized by location. District shall receive updated copies of this inventory at the District's discretion. Awarded vendor(s) are expected to manage District's FCC licenses in conjunction with designated District ISD staff.
6. Awarded vendor(s) shall provide adequate information including drawings, if necessary, detailing additions and/or modifications to building infrastructure. Such materials shall become part of the "as built" information for the affected structure. The job will not be considered complete without submittal of this information.

TECHNICAL SPECIFICATIONS**ITN No. N197372LN****Two Way Radio Equipment****Categories B: Digital Two Way Radio Communication Equipment (Transportation Services)****Categories C: Digital Two Way Radio Communication Airtime (Transportation Services)****1. General System Overview:**

The proposed radio system shall be Motorola Connect Plus digital, TDMA (Time Division Multiple Access), operating in the 900 MHz band. The vendor(s) shall provide a migration path from the current leased Motorola system to the proposed system. The proposed 900 MHz digital trunked radio system shall be ready to go. "Turnkey systems" shall include all the hardware and software necessary for the service. The proposed system must have full voice and data coverage in a minimum of Lee County and Collier Counties. The frequencies utilized in vendor(s) trunking system shall be free of co-channel interference. The system shall be capable of supporting data communications that include GPS location services, text messaging, and a data interface for other customer specific and supplied applications including system performance management, VoIP dispatch, AVL, work-order management and email connectivity.

2. Stand by Stock (Spares):

Spare mobile radio units shall be provided to the District for staging at the following locations and quantities:

Six Mile Cypress Compound – 5 Units
Leonard Compound – 3 Units

West Compound – 5 Units
Buckingham Compound – 2 Units

Spare units shall be programmed with the appropriate frequencies and talk groups to operate within the assigned zone. Additionally, awarded vendor(s) will provide any required software, hardware, licensing and training such that designated District Transportation Services staff may modify the spare radios programming such that the replacement radio's assigned number matches the number of the unit being replaced.

3. Training:

Awarded vendor(s) will provide two annual training sessions to Transportation Services staff. Training topics shall include (at a minimum) proper radio system usage (features, functionality, etiquette, etc.) and programming (radio number replacement).

4. Required Features and Functions:

The proposed Radio System and protocol shall support the following features and functions:

- a) Dedicated clear communications using commercial system utilizing exclusive frequencies and towers licensed only to the vendor(s).
- b) Dedicated channels to provide clear communication between the Buses and the Dispatch Centers
- c) The system and/or user equipment shall support digital transmissions on a 6.25 equivalent and or 12.5 kHz channel.
- d) The repeater/base station equipment must be able to manage two independent time slots on a single 12.5 kHz frequency using TOMA technology transmissions.
- e) The system shall support the ability to trunk voice or data traffic to available system channels to maximize efficiency.

- f) Via a PC through a central and remote IP connection, the system administrator shall be able to disable or modify users and their permissions without any disruption to the network, repeaters, site controllers, roaming, calls in process, or registrations.
- g) All equipment provided as part of this Scope of Services shall carry a minimum warranty of five (5) year covering all defects in assembly, fabrication, and materials.
- h) Vendor(s) to provide software that will allow for monitoring and initiating voice radio communications from desktop or laptop computer. Software will display active calls, call identifying information (radio making the call), Software Package to include:
 - i. Voice Dispatch
 - ii. Event Logging
 - iii. Fleet Administration
 - iv. Text Messaging
 - v. Man Down Voice Recording
 - vi. Storage Capacity to equal 30 days

5. Priority Levels:

- a) The system shall be capable of rearranging the queue based upon a relative priority level associated with a specific radio unit ID or talk group ID allowing faster servicing of higher priority (i.e., emergency alarm) calls.
- b) By system design default, emergency calls shall have the highest priority of any other call in the busy queue. Priority levels shall be configurable by individual ID and/or talk group ID.
- c) Emergency calls shall have the highest priority and be capable of pre-empting lower priority calls if no channels are available.

6. System Management:

- a) The system via a computer shall be able to centrally and remotely disable a unit that is lost or stolen from operating on the system.
- b) System shall have the ability to add users to the network manager database without disruption to availability of traffic channels or calls in progress.
- c) System shall have the ability to remove users from the system-wide database without disruption to availability of traffic channels or calls in progress.
- d) System shall have the ability to modify users' privileges from the system-wide database without disruption to availability of traffic channels or calls in progress such as:
 - i. Private Call Initiate
 - ii. Private Call Receive
 - iii. Remote Monitor
 - iv. Text Message
 - v. GPS
 - vi. Call Alert
 - vii. Radio Check
 - viii. Emergency Initiation
 - ix. The system admin shall have the ability to update the trunking system radio option board firmware over the air without bringing radios in. This update shall be able to be scheduled for off hours and repeated over time to ensure the entire fleet receives the latest software for their radio units.

7. Emergency Features:

- a) Upon activation of the emergency button, a channel shall be assigned for a predetermined amount of time (if feature is programmed and activated).
- b) The emergency call hang time shall be adjustable by the system manager.
- c) The "emergency unit" shall be given the highest level of priority regardless of how many units are already in queue or what their priority is.
- d) An Emergency Alert will provide a method to announce an emergency entirely over the control channel. This will be an Emergency Alert indication that can be received by a Console or subscriber programmed to indicate the alert or other control channel monitoring device.

8. Subscribers:

- e) All user radios shall include Emergency Declaration capability with single button activation that has the capability to open the radio microphone.
- f) The Emergency Declaration shall provide visual and audible status notification to specified radios.
- g) The system and/or user equipment shall include embedded Bluetooth Audio capabilities for use with wireless Bluetooth accessories.
- h) The system and/or user equipment shall include embedded text messaging capabilities.
 - i. The user equipment shall support at least 140 scrolling characters.
- i) All radios will automatically register with the system when powered on.
- j) The system shall have the ability to inhibit unregistered radios from operating on the system.
- k) Number of talk-groups: The solution shall be capable of a minimum of 4000 talk groups.
- l) Subscriber shall be able to create his/her scan list from contacts within any zone.
- m) Radios purchased and delivered must be programmed and tested at the Districts delivery site by an authorized company representative.

EXHIBIT 1 – SCHOOL DISTRICT OF LEE COUNTY DELIVERY LOCATIONS

Adult and Career Education 2855 Colonial Blvd Fort Myers, FL 33966	Allen Park Elementary 3345 Canelo Drive Fort Myers, FL 33901	Bayshore Elementary 17050 Williams Road North Fort Myers, FL 33917
Bonita Springs Elementary 10701 Dean Street S. E. Bonita Springs, FL 34135	Bonita Springs Middle Center for the Arts 10141 West Terry Street Bonita Springs, FL 34135	Buckingham Exceptional Center 3291 Buckingham Road Fort Myers, FL 33905
Caloosa Elementary 620 South Del Prado Blvd Cape Coral, FL 33990	Caloosa Middle 610 South Del Prado Blvd Cape Coral, FL 33990	Cape Coral High 2300 Santa Barbra Blvd Cape Coral, FL 33991
Cape Coral Technical College 360 Santa Barbara Blvd. Cape Coral, FL 33993	Cape Elementary 4519 Vincennes Blvd Cape Coral, FL 33904	Challenger Middle 624 Trafalgar Parkway Cape Coral, FL 33991
Colonial Elementary 3800 Schoolhouse Road East Fort Myers, FL 33916	Cypress Lake High 6750 Panther Lane Fort Myers, FL 33919	Cypress Lake Middle 8901 Cypress Lake Drive Fort Myers, FL 33919
Diplomat Elementary 1115 N.E. 16th Terrace Cape Coral, FL 33909	Diplomat Middle 1039 N.E. 16th Terrace Cape Coral, FL 33909	Dr. Carrie D. Robinson Littleton Elementary 700 Hutto Road N. Fort Myers, FL 33903
Dunbar Community School 1857 High Street Fort Myers, FL 33916	Dunbar High 3800 E. Edison Avenue Fort Myers, FL 33916	Early Childhood Learning Services 3650 Michigan Ave., Suite 4 Fort Myers, FL 33916
East Lee County High 715 Thomas Sherwin Avenue Lehigh Acres, FL 33974	Edgewood Elementary 3464 Edgewood Avenue Fort Myers, FL 33916	Edison Park Creative and Expressive Arts School 2401 Euclid Avenue Fort Myers, FL 33901
Estero High 21900 River Ranch Road Estero, 33928	Fort Myers Beach Elementary 2751 Oak Street Fort Myers Beach, FL 33931	Fort Myers High 2635 Cortez Blvd. Fort Myers, FL 33901
Fort Myers Technical College 3800 Michigan Avenue Fort Myers, FL 33916	Fort Myers Middle Academy 3050 Central Avenue Fort Myers, FL 33901	Franklin Park Elementary 2323 Ford Street Fort Myers, FL 33916
G. Weaver Hipps Elementary 1200 Homestead Rd. N. Lehigh Acres, FL 33936	Gateway Elementary 13280 Griffin Drive Fort Myers, FL 33913	Gulf Elementary 3400 S.W. 17th Place Cape Coral, FL 33914
Gulf Middle 1809 S.W. 36th Terrace Cape Coral, FL 33614	Hancock Creek Elementary 1601 Skyline Drive N. Fort Myers, FL 33903	Harns Marsh Elementary 1800 Unice Avenue N. Lehigh Acres, FL 33971
Harns Marsh Middle 1820 Unice Avenue N. Lehigh Acres, FL 33971	Hector A. Cafferata, Jr. Elem. 250 Santa Barbara Blvd. Cape Coral, FL 33993	Heights Elementary 15200 Alexandria Court Fort Myers, FL 33908
Ida S. Baker High 3500 Agualinda Blvd Cape Coral, FL 33914	Island Coast High 2125 De Navarra Pkwy Cape Coral, FL 33909	J. Colin English Elementary 120 Pine Island Road North Fort Myers, FL 33903
James Stephens Int'l Academy 1333 Marsh Avenue Fort Myers, FL 33905	Lehigh Acres Middle 104 Arthur Ave Lehigh Acres, FL 33936	Lehigh Elementary 200 Schoolside Drive Lehigh Acres, FL 33936

Lehigh Senior High 901 Gunnery Road Lehigh Acres, FL 33971	Lexington Middle 16351 Summerlin Road Fort Myers, FL 33908	Manatee Elementary 5301 Tice Street Fort Myers, FL 33905
Mariner High 701 Chiquita Blvd Cape Coral, FL 33993	Mariner Middle 425 Chiquita Blvd Cape Coral, FL 33993	Mirror Lakes Elementary 525 Charwood Avenue S. Lehigh Acres, FL 33936
North Fort Myers Academy for the Arts 1856 Arts Way N. Ft. Myers, FL 33917	North Fort Myers High 5000 Orange Grove Road N. Ft. Myers, FL 33903	Oak Hammock Middle 5321 Tice Street Fort Myers, FL 33905
Orange River Elementary 4501 Underwood Drive Fort Myers, FL 33905	Orangewood Elementary 4001 De Leon Street Fort Myers, FL 33901	Patriot Elementary 711 S.W. 18th Street Cape Coral, FL 33991
Paul Laurence Dunbar Middle 4750 Winkler Ave. Ext. Fort Myers, FL 33966	Pelican Elementary 3525 S.W. 3 rd Ave. Cape Coral, FL 33914	Pine Island Elementary 5360 Ridgewood Drive Bokeelia, FL 33922
Pinewoods Elementary 11900 Stoneybrook Golf Drive Estero, FL 33928	Ray V. Pottorf Elementary 4600 Challenger Blvd Fort Myers, FL 33912	Rayma C. Page Elementary 17000 S. Tamiami Trail Fort Myers, FL 33908
Riverdale High 2600 Buckingham Road Fort Myers, FL 33905	River Hall Elementary 2800 River Hall Parkway Alva, FL 33920	Royal Palm Exceptional Center 3050 Indian Street Fort Myers, FL 33916
San Carlos Park Elementary 17282 Lee Road Fort Myers, 33967	Skyline Elementary 620 S.W. 19th Street Cape Coral, FL 33991	South Fort Myers High 14020 Plantation Road Fort Myers, FL 33912
Spring Creek Elementary 25571 Elementary Way Bonita Springs, FL 34135	Sunshine Elementary 601 Sara Avenue Lehigh Acres, FL 33971	Support Services Annex 3308 Canal Street Fort Myers, FL 33916
Tanglewood Elementary 1620 Manchester Blvd Fort Myers, FL 33919	The Alva School 17500 Church Avenue Alva, FL 33920	The Sanibel School 3840 Sanibel-Captiva Road Sanibel, FL 33957
Three Oaks Elementary 19600 Cypress View Drive Fort Myers, FL 33967	Three Oaks Middle 18500 Three Oaks Pkwy. Fort Myers, FL 33912	Tice Elementary 4524 Tice Street Fort Myers, FL 33905
Tortuga Preserve Elementary 1711 Gunnery Road N. Lehigh Acres, FL 33971	Trafalgar Elementary 1850 S.W. 20th Avenue Cape Coral, FL 33991	Trafalgar Middle 2120 Trafalgar Pkwy Cape Coral, FL 33991
Treeline Elementary 10900 Treeline Avenue Fort Myers, FL 33913	Tropic Isles Elementary 5145 Orange Grove Blvd. North Fort Myers, FL 33903	Varsity Lakes Middle 801 Gunnery Road Lehigh Acres, FL 33971
Veterans Park Academy for the Arts 49 Homestead Road S. Lehigh Acres, FL 33936	Villas Elementary 8385 Beacon Blvd. Fort Myers, FL 33907	Lee County Public Education Center 2855 Colonial Blvd. Fort Myers, FL 33966
District Warehouse Operations 3308 Canal Street Fort Myers, FL 33916-6594	Vince Smith Center 2450 Prince Street Fort Myers, FL 33916	Lee Adolescent Mothers Program (LAMP) 3650 Michigan Ave. Suite 2 Fort Myers, FL 33916
Student Assignment Lehigh Acres Office 1262 Wings Way Suite 207	SW Florida Public Service Academy 4312 Michigan Avenue	Transportation Central 3234 Canal Street Fort Myers, FL 33916

Lehigh Acres, FL 33936	Fort Myers, FL 33905	
Transportation East 3291 Buckingham Road Fort Myers, FL 33905	Transportation Leonard 301 Leonard Blvd. Lehigh Acres, FL 33971	Transportation South 14701 Ben C. Pratt Six Mile Cypress Parkway Fort Myers, FL 33912
Transportation West 450 N.W. 14th Avenue Cape Coral, FL 33909	PACE Center for Girls of Lee County 3800 Evans Avenue Fort Myers, FL 33901	AMI Kids Southwest Florida 1190 Main Street Fort Myers, FL 33931
SW Florida Detention Center 2525 Ortiz Avenue Fort Myers, FL 33906	Success Academy 3650 Michigan Avenue Fort Myers, FL 33916	Bonita Springs High School 25592 Imperial Parkway Bonita Springs, FL 34135

Lee County Charter Schools: Updated October 2016

Acceleration Middle School 3365 Seminole Avenue Fort Myers, FL 33916-1429	Bonita Springs Charter School 25380 Bernwood Drive Bonita Springs, FL 34135	Cape Coral Charter School 76 Mid Cape Terrace Cape Coral, FL 33990
Edison Collegiate High School 8099 College Parkway Fort Myers, FL 33919	Christa McAuliffe Charter Elementary 2817 SW 3rd Lane Cape Coral, FL 33991	City of Palms Charter High 2830 Winkler Avenue, Ste. 201 Fort Myers, FL 33916
Coronado High School 3057 Cleveland Avenue Fort Myers, FL 33901	Donna J. Beasley Technical Academy 13830 Jetport Commerce Parkway, Suite No. 6 Fort Myers, FL 33913-7726	Florida SouthWestern Collegiate High School-Lee 8099 College Parkway Fort Myers, FL 33919-5566
Gateway Charter Elementary 12850 Commonwealth Drive Fort Myers, FL 33913	Gateway Charter Intermediate 12770 Gateway Boulevard Fort Myers, FL 33913-8654	Gateway Charter High 12770 Gateway Blvd Fort Myers, FL 33913
Goodwill LIFE Academy 5100 Tice Street, Suite D Fort Myers, FL 33905-5203	Harlem Heights Community Charter 15570 Hagie Drive Fort Myers, FL 33908	Island Park High School 16520 S. Tamiami Trail, Suite 190Fort Myers, FL 33908-5349
The Island School P.O. Box 1090 135 1st Street W. Boca Grande, FL 33921-1090	North Nicholas High School 428 SW Pine Island Road Cape Coral, FL 33991-1916	Northern Palms Charter High 13251 North Cleveland Avenue North Fort Myers, FL 33903
Oak Creek Charter School of Bonita Springs 28011 Performance Lane Bonita Springs, FL 34135	Oasis Charter Elementary 3415 Oasis Blvd, Cape Coral, FL 33914	Oasis Charter Middle School 3507 Oasis Blvd. Cape Coral, FL 33914
Oasis Charter High School 3519 Oasis Blvd. Cape Coral, FL 33914	Palm Acres Charter High School 507 Sunshine Boulevard North Lehigh Acres, FL 33971	Pivot Charter School 2675 Winkler Ave. Extension Suite 200 Fort Myers, FL 33901
Six Mile Charter Academy 6851 Lancer Avenue Fort Myers, FL 33912	Unity Charter School of Cape Coral 2107 Santa Barbara Boulevard Cape Coral, FL 33991	Unity Charter School of Fort Myers 4740 South Cleveland Avenue Fort Myers, FL 33907-1311

ATTACHMENT A – PROPOSAL RESPONSE FORM

**THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA
DEPARTMENT OF PROCUREMENT SERVICES
ITN No. N197372LN
TWO WAY RADIO EQUIPMENT AND SERVICES**

DATE SUBMITTED: _____

PROPOSER NAME: _____

TO: The School District of Lee County, Fort Myers, Florida

In addition to pricing, provide information required in response to Section 14 Proposal Submittal.

Having carefully examined the “General Conditions” and the “Detailed Specifications”, all of which are contained herein, the Undersigned proposes to furnish the following which meet the specifications:

Category A - School Based Two Way Radio Equipment and Services			
Item No.	Model No.	Item Description	Unit Price
			UHF
1	VX261	Analog 5W 16 Channel	
1a		Standard Battery	
1b		Standard Rapid Charger	
1c		Standard Antenna	
1d		Belt Clip	
2	VX264	Analog 5W 128 Channel w/Display and Keypad	
2a		Standard Battery	
2b		Standard Rapid Charger	
2c		Standard Antenna	
2d		Belt Clip	
3	EVX261	Analog 5W 16 Channel	
3a		Standard Battery	
3b		Standard Rapid Charger	
3c		Standard Antenna	
3d		Belt Clip	
4	EVX261	Digital 5W 16 Channel	
4a		Standard Battery	
4b		Standard Rapid Charger	
4c		Standard Antenna	
4d		Belt Clip	
5	EVX524	Analog 3W 256 Channel w/Display and Keypad	
5a		Standard Battery	
5b		Standard Rapid Charger	
5c		Standard Antenna	
5d		Belt Clip	

Category A - School Based Two Way Radio Equipment and Services (Continued)			
Item No.	Model No.	Item Description	Unit Price
			UHF
6	EVX524	Digital 3W 256 Channel w/Display and Keypad	
6a		Standard Battery	
6b		Standard Rapid Charger	
6c		Standard Antenna	
6d		Belt Clip	
7	DTR650	Digital 1W 900MHz w/ Display and Keypad	
7a		Standard Battery	
7b		Standard Rapid Charger	
7c		Drop-in Charger	
7d		Stubby Antenna	
7e		Swivel Holster	
8	CP200D	Analog 4W or 5W 16 Channel	
8a		Standard Battery	
8b		Standard Rapid Charger	
8c		Standard Antenna	
8d		Belt Clip	
9	CP200D	Analog or Digital 4W or 5W 16 Channel	
9a		Standard Battery	
9b		Standard Rapid Charger	
9c		Standard Antenna	
9d		Belt Clip	
10	SL300	Analog or Digital 4W or 5W 16 Channel and Display	
10a		Standard Battery	
10b		Standard Rapid Charger	
10c		Standard Antenna	
10d		Standard Carry Holster	
11	XPR3300E	Analog or Digital 4W or 5W 16 Channel	
11a		Standard Battery	
11b		Standard Rapid Charger	
11c		Standard Antenna	
11d		Belt Clip	
12	XPR3300E	Analog or Digital 4W or 5W 128 Ch w/ Display & KP	
12a		Standard Battery	
12b		Standard Rapid Charger	
12c		Standard Antenna	
12d		Standard Carry Holster	
13	SL3500E	Analog or Digital 128 Ch w/ Display & KP	
13a		Standard Battery	
13b		Standard Charger	
13c		Standard Antenna	
13d		Standard Carry Holster	

Category A - School Based Two Way Radio Equipment and Services (Continued)			
Item No.	Model No.	Item Description	Unit Price
			UHF
14	XPR7350E	Analog or Digital 32 Channel	
14a		Standard Battery	
14b		Standard Charger	
14c		Stubby Antenna	
14d		Standard Carry Holster	
15	XPR7550E	Analog or Digital 1000 Channel w/Display and KP	
15a		Standard Battery	
15b		Standard Charger	
15c		Stubby Antenna	
15d		Belt Clip	
16	SL7550E	Digital 1000 Channel w/Display and KP	
15a		Standard Battery	
15b		Micro USB Charger	
15c		Pre-Installed Antenna	
15d		Standard Carry Holster	
16	SLR5700	50 W Analog or Digital Repeater	
16a		Repeater pricing to include standard base station, installation labor, antenna, antenna mount, transmission line, lightning suppression, surge suppression, bonding/grounding, FCC license coordination, all miscellaneous mounting parts and hardware, and labor costs for removal and disposition of old equipment (note: removal of old equipment must be coordinated with designated SDLC ISD contact).	
17	Labor	Hourly Rate for servicing and maintaining District School-Based Two Way radio systems. Services include (but are not limited to) repair, routine testing, systems testing, and radio/repeater re-programming.	
18	FCC-Exist	Federal Communications Commission License Coordination Fee for existing FCC licenses. This fee covers modification or renewal of District's EXISTING licenses.	
19	FCC-New	FCC License Coordination Fee for new FCC licenses. This fee covers application for NEW licenses to support District equipment at previously unlicensed location(s).	
20	School Markup	Dealer markup from cost for parts, materials, and equipment not specifically listed, expressed as a percentage, not to exceed 5%. Examples include Bi-Directional Amplifier Systems/Components, Cellular DAS systems/components, etc.	

Category B - Digital Two Way Radio Communication Equipment (Transportation Services)			
Item No.	Model No.	Item Description	Unit Price
21	XPR5580M	Digital 900MHz 35 W 160 Channel Mobile Radio, to include mounting bracket, standard compact microphone, 10ft power cable, five year warranty, programming, and fleet management	
21a		3DB Gain Stubby Antenna	
21b		Mobile Radio Mounting Kit	
21c	RKN4136	Ignition Sense Cable	
22	LABOR	Hourly Rate for complete installation of mobile radio	
23	LABOR	Hourly Rate for servicing and maintaining District Transportation Services-Based Two Way radio systems. Services include (but are not limited to) repair, routine testing, systems testing, and radio/repeater re-programming, switch/sensor installation, etc..	
24	Trans Markup	Dealer markup from cost for parts, materials, and equipment not specifically listed, expressed as a percentage, not to exceed 5%.	
Categories C: Digital Two Way Radio Communication Airtime (Transportation Services)			
Item No.	Model No.	Item Description	Unit Price
25		Monthly Leased Airtime (per Radio) Active	
26		Monthly Leased Airtime (per Radio) Seasonal/stand - by inactive rate	
I UNDERSTAND AND HAVE THE ABILITY TO ACCEPT CREDIT CARDS FOR PAYMENT AS SPECIFIED ON PAGE 15 – SECTION 6. (YES OR NO)			

Printed Name: _____

Signature of authorized Vendor representative: _____

Date: _____

ATTACHMENT B – REFERENCE FORM

Provide three (3) references (for projects completed in the last (5) years) of similar scope and size to this solicitation. The District prefers businesses to provide three (3) references, including no more than one (1) reference from the School District of Lee County. The District will consider responses with fewer than three (3) references, exclusive of the District. If fewer than three (3) non-District references are provided, the District will take into consideration the longevity and experience of the business, service to schools or government entities, and the nature of the service to be performed.

- 1. PROJECT NAME/DESCRIPTION: _____
CLIENT ORGANIZATION: _____
CONTACT PERSON: _____
TITLE: _____
PHONE: _____
EMAIL: _____
PROJECT SIZE: \$ _____
PROJECT DURATION: From _____ To _____

- 2. PROJECT NAME/DESCRIPTION: _____
CLIENT ORGANIZATION: _____
CONTACT PERSON: _____
TITLE: _____
PHONE: _____
EMAIL: _____
PROJECT SIZE: \$ _____
PROJECT DURATION: From _____ To _____

- 3. PROJECT NAME/DESCRIPTION: _____
CLIENT ORGANIZATION: _____
CONTACT PERSON: _____
TITLE: _____
PHONE: _____
EMAIL: _____
PROJECT SIZE: \$ _____
PROJECT DURATION: From _____ To _____

ATTACHMENT C - INSURANCE REQUIREMENTS FORM**The School Board of Lee County Florida
Insurance Requirements**

INSURANCE TYPE	REQUIRED LIMITS	
<u>X</u> 1. Workers' Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. Policy must include Employers Liability with a limit of <u>\$500,000.00</u> each incident.	
<u>X</u> 2. Commercial General Liability (Occurrence Form) patterned after the 1995 I.S.O. form	<u>\$1,000,000.00</u>	<u>Bodily Injury & Property Damage</u> Single Limit Per Occurrence
<u>X</u> 3. Indemnification: The Contractor/Vendor, in consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The School Board of Lee County and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The School Board of Lee County by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100.00) or money received on the contract price is considered as payment of this obligation by The School Board of Lee County.		
<u>X</u> 4. Automobile Liability Owned/Non-owned/Hired Automobile Included	<u>\$1,000,000.00</u>	Each Occurrence
<u>X</u> 5. Other Insurance as indicated below:		
a) Professional Liability	<u>\$1,000,000.00</u>	
b) Builder's Risk		All projects OVER \$100,000 (that will take longer than 30 days to complete) to be reviewed by the Districts Insurance Consultant and may require Builder's Risk.

The School Board of Lee County Florida Insurance Requirements
(Continued)

X 6. Vendor shall insure that all Subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide The School Board of Lee County with certificates of insurance meeting the required insurance provisions.

X 7. The School Board of Lee County must be named as **“ADDITIONAL INSURED”** on the Insurance Certificate for all coverages except Workers’ Compensation and Professional Liability.

X 8. The School Board of Lee County shall be named as the Certificate Holder.

NOTE: The “Certificate Holder” should read as follows:

The School Board of Lee County, Florida
Attn: Procurement Services
2855 Colonial Boulevard
Fort Myers, Florida 33966

X 9. **Thirty (30) Days Cancellation Notice is required.**

X 10. **The Certificate must state the ITN Number and Title.**

It is the responsibility of the awarded vendor(s) to provide the District with updated copies of current Certificate of Insurance, prior to expiration any time during the awarded period.

PROPOSER’S AND INSURANCE AGENT STATEMENT:

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required within five (5) business days of the Notice of Award of the proposal. The School Board of Lee County must be named as “ADDITIONAL INSURED” on the Insurance Certificate for Commercial General Liability and the Business Auto Liability policies. The School Board of Lee County desires proof of insurability at levels required for this proposal.

A current certificate of insurance is attached: _____ YES _____ NO

Proposer Name

Proposer Title

Signature of Proposer

ATTACHMENT D - ADDENDA ACKNOWLEDGEMENT FORM

It is the sole responsibility of each Proposer to ensure that all addenda released are received; that all ITN and addenda requirements have been completed and that all required submittals have been included.

The undersigned acknowledges the receipt of any addenda. Include a copy of each addendum with proposal.

Addendum #1 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

Addendum #2 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

Addendum #3 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

Addendum #4 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

Addendum #5 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

ATTACHMENT E – DEBARMENT FORM**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion -- Lower Tier Covered Transactions**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this bid, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which

6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment..

Certification

- (1) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ATTACHMENT F - DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Proposer, in accordance with Florida Statue 287.087 hereby certifies that

_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature of Authorized Officer _____

Date _____

ATTACHMENT G - PUBLIC ENTITY CRIMES FORM

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____ for _____.

2. This sworn statement is submitted by _____ (Name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

3. My name is _____ and my relationship to the _____ (please print name of individual signing) entity name above is _____.

4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, not any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ The person HAS _____ or HAS NOT _____ been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of Management Services concerning removal from the list.)

(Signature)

Date: _____

STATE OF _____

COUNTY OF _____

_____ APPEARED IN PERSON BEFORE ME (the undersigned authority), who is

personally known to me or provided the following identification _____, and affixed his/her signature in the space provided above on this _____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires:

Form PUR 7068 (Rev. 11/89)

ATTACHMENT H - EMERGENCY/STORM RELATED CATASTROPHE AGREEMENT

Due to Acts of God, Acts of Terrorism or War, any Vendors working with the School District shall acknowledge and agree to the following terms and conditions. This will allow the District to obtain Federal funding if available.

CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Negotiate that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the School District of Lee County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as, determined by the School District of Lee County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the School District of Lee County or other government entity as opposed to a private citizen, on a first priority basis. The District expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

(Signature) (Print Name) (Title)

Emergency Telephone Number: _____

Home Telephone Number: _____

Cellular Phone Number: _____

ATTACHMENT I – GUARANTEE / COMPLIANCE / DISTANCE TO SITE

A. Guarantee/Warranty for Labor and Material

_____ warranties that all products and services will be free from defect for one
(Organization Name)
(1) year from date of completion. Any manufacturer warranty extending past one (1) year will be transferred/ forwarded to the District.

Name and Title of Authorized Representative

Date

Organization

B. Statement of Compliance with District Requested Response Time

_____, will comply with the requested response times mentioned in 1 (one) hour
(Organization Name)
response time per Lee County District ITN No. N197372LN - Two Way Radio Equipment.

Name and Title of Authorized Representative

Date

Organization

C. Distance to Site

_____, confirms that their business is located within 50 miles of 2855 Colonial Blvd.
(Organization Name)
Fort Myers, FL 33966. The business office location from which this ITN will be supported is: _____
(Business Address)

Name and Title of Authorized Representative

Date

ATTACHMENT J

CORPORATE OVERVIEW, RELATED EXPERIENCE AND KEY PERSONNEL

Corporate Overview: (Company location(s); in business since; operated under other names; any company litigations or regulatory actions filed against; type of licenses)

Company Location(s):

List the names of personnel who currently hold a Universal Vendor Badge for Florida School Districts, or who hold current District contractor badges.

In Operation since: _____

Operated under any other names, if so list:

Any litigation or regulatory action in past 3 years? If so provide details.

Related Experience: (list projects similar in size, scope and complexity to those in the ITN)

ATTACHMENT J (continued)
CORPORATE OVERVIEW, RELATED EXPERIENCE AND KEY PERSONNEL

Key Personnel: (Key personnel identified who shall be assigned to the District, Company Officers, other key personnel along with titles, years of service, experience). Organizational chart may be provided if desired.

ATTACHMENT K- SEALED PROPOSAL MAILING LABEL

Attach this "Sealed Proposal" label to the outside of proposal response envelope.

SEALED PROPOSAL * DO NOT OPEN *** SEALED PROPOSAL *** DO NOT OPEN*** SEALED PROPOSAL**

FROM: _____

ADDRESS: _____

DELIVER TO: THE SCHOOL DISTRICT
DEPARTMENT OF PROCUREMENT SERVICES
2855 COLONIAL BLVD.
FORT MYERS, FL 33966-1012

TWO WAY RADIO EQUIPMENT AND SERVICES
ITN NO.: N197372LN
OPENS: January 16, 2020 at 2:00 pm



Jerry DiLella Communication Consultant

Miami: 350 N.W. 215th Street, N. Miami, FL 33169
 Tel: 305-423-3041 Fax: 305-423-3020
 Cell : 954-553-7373

City of Pembroke Pines 900MHz Monthly Airtime

For: City of Pembroke Pines **Tel:** 954.518.9107
Address: 8300 South Palm Drive **Fax:** _____
Attention: Mr. Steven P Buckland **Email:** sbuckland@ppines.com

Quantity	Item Description	Price	Amount
187	MOTOTRBO DIGITAL DISPATCH @ \$19.00 PER UNIT	\$19.00	\$3,553.00
187	FCC REGULATORY FEE \$.32 PER UNIT	\$0.32	\$59.84
		Subtotal	\$3,612.84
		Sales Tax	EXEMPT
		Total	\$3,612.84



WORK SMARTER WITH MOTOROLA TWO-WAY RADIOS.
 SAVE UP TO \$800 ON MOTOROLA TWO-WAY RADIOS THAT CAN HELP YOU WORK FASTER AND SMARTER.
 BE PREPARED. WORK SMARTER. SAVE MONEY.



MOTOTRBO™
 Professional Digital Two-Way Radio System

MOTOROLA
 Authorized Two-Way
 Radio Dealer





City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 9.

File ID: 21-0475

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 06/01/2021

Short Title: Agreement with Industrial Communications

Final Action: 06/16/2021

Title: MOTION TO APPROVE THE AGREEMENT WITH INDUSTRIAL COMMUNICATIONS AND ELECTRONICS, INC. FOR TWO WAY RADIO EQUIPMENT AND SERVICES UTILIZING THE PRICING ESTABLISHED FROM THE LEE COUNTY CONTRACT # ITN N197372LN FOR AN ANNUAL AMOUNT NOT TO EXCEED \$60,000, PURSUANT TO SECTION 35.18(C)(5) OF THE CITY'S CODE OF ORDINANCES.

***Agenda Date:** 06/16/2021

Agenda Number: 9.

Internal Notes:

Attachments: 1. Industrial Communications Electronics Agreement (Lee County Piggyback) (Vendor-executed), 2. Exhibit A - Master Agreement (School District of Lee County), 3. Exhibit B - 900MHz Airtime Proposal 2021 April 8 2021

1 City Commission 06/16/2021 approve Pass

Action Text: A motion was made by Vice Mayor Good Jr., seconded by Commissioner Siple, to approve Item #9. The motion carried by the following vote:

Aye: - 5 Mayor Ortis, Vice Mayor Good Jr., Commissioner Schwartz,
Commissioner Castillo, and Commissioner Siple

Nay: - 0

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.18 of the City's Code of Ordinances is regarding "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"

- Section 35.18(C)(5) states that “Commodities or services that are the subject of contracts with the state its political subdivisions or other governmental entities including the United States Government, are exempt from the competitive procurement process.”

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. On June 19, 2019, the City Commission approved the purchase of Motorola Digital 900MHZ base, mobile, and portable radios and airtime from Industrial Communications and Electronics, Inc., utilizing pricing from the School District of Lee County ITB # B157260RC.
2. The original agreement executed was for a 2 year period commencing on September 1, 2019 and expiring on August 31, 2021.
3. They City’s two way radios are used by the Public Services Department, the Utilities Department, and the Transportation Department. Industrial Communications and Electronics, Inc. provides airtime for each radio and ensures proper operation. A new regulatory fee has been added as well and is included in the new agreement.
4. The Public Services Department would like to enter into a new agreement utilizing the pricing established from the Lee County Contract # ITN N197372LN. The new agreement if approved shall continue until April 6, 2023.
5. They City’s two way radios are used by the Public Services Department, the Utilities Department, and the Transportation Department. Industrial Communications and Electronics, Inc. provides airtime for each radio and ensures proper operation. A new regulatory fee has been added as well and is included in the new agreement.
6. The agreement also leaves room for additional radios to be purchased on an as needed basis.
7. Request Commission to approve the agreement with Industrial Communications and Electronics, Inc. for two way radio equipment and services utilizing the pricing established from the Lee County Contract # ITN N197372LN for an annual amount not to exceed \$60,000, pursuant to Section 35.18(C)(5) of the City’s Code of Ordinances.

Agenda Request Form Continued (21-0475)

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$60,000 annually (\$20,000 prorated for the remainder of this fiscal year)
- b) **Amount budgeted for this item in Account No:** Funds are currently budgeted for this project in the following accounts:
 001-519-6001-546800-0000-000-0000- (Maintenance Contracts)
 128-544-8001-546800-0000-000-0000- (Maintenance Contracts)
 471-536-6010-546800-0000-000-0000- (Maintenance Contracts)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	NA	NA
Expenditures	\$20,000	\$60,000	\$30,000	NA	NA
Net Cost	\$20,000	\$60,000	\$30,000	NA	NA

- e) **Detail of additional staff requirements:** Not Applicable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Driscoll Agency 141 Longwater Drive, Suite 203 Norwell MA 02061	CONTACT NAME: Ken Christianson PHONE (A/C, No, Ext): 781-681-6656 FAX (A/C, No): 781-681-6686 E-MAIL ADDRESS: kchristianson@driscollagency.com														
INSURED 2066 Industrial Communications & Electronics, Inc. Industrial Tower & Wireless, LLC Industrial Communications, LLC 40 Lone Street Marshfield MA 02050-2102	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : United States Fire Insurance Co</td> <td>21113</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United States Fire Insurance Co	21113	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : United States Fire Insurance Co	21113														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 1671417231

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5432270832	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ \$0
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1337490432	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5821155864	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			4087404423	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Pembroke Pines is included as Additional Insureds for General Liability and Excess (Umbrella) Liability as required by a signed written contract or agreement with the Named Insured.

CERTIFICATE HOLDER**CANCELLATION 30**

City of Pembroke Pines
 601 City Center Way
 Pembroke Pines FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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