

December 29, 2016

VIA EMAIL

Ms. Brenda J. Billingsley, Director
Broward County Purchasing Division
115 S. Andrews Avenue, Rm. 212
Fort Lauderdale, FL 33301

Re: Response to Bid Protest Filed in Connection with Proposed Recommendation to Award on Broward County Solicitation #R1422515P1, Public Safety Radio APCO Project 25 700 MHz Communication System

Dear Ms. Billingsley:

On behalf of our client, Motorola Solutions, Inc. ("Motorola"), we submit Motorola's response to the bid protest letter submitted by Harris Corporation, Inc. ("Harris") dated December 8, 2016, in connection with Broward County Solicitation #R1422515P1, Public Safety Radio APCO Project 25 700 MHz Communication System ("Solicitation").

I. Factual Background

On February 9, 2016, Broward County ("County") issued a Request for Qualifications for the design, construction, implementation, and maintenance of a 700 MHz radio communications system to support mission-critical communications within the County. The County received proposals from Motorola and Harris. After reviewing the qualifications of the Proposers, the Evaluation Committee determined both firms to be responsive and responsible, and then shortlisted both firms and invited them to respond to the (Step Two) Solicitation that was later issued on May 12, 2016.

On August 17, 2016, Motorola and Harris submitted their final Proposals in response to the Solicitation. Then, on September 30, 2016, the Evaluation Committee met and determined that both Motorola and Harris had submitted responsive proposals and that both vendors were deemed responsive and responsible Proposers. On October 17, 2016 – October 20, 2016, Harris



conducted technical demonstrations with the Technical Committee; and, on November 9, 2016, Motorola conducted technical demonstrations with the Technical Committee. The Technical Committee's sole purpose was to evaluate each vendor's ability to comply with the demonstration scripts provided by the County and to report back each vendor's compliance to the Evaluation Committee. On November 21, 2016, at a Sunshine Meeting, the Technical Committee reported to the Evaluation Committee and answered questions specific to the demonstrations and each vendor's compliance. Both vendors were deemed compliant. Finally, on November 30, 2016, the Evaluation Committee met and conducted oral presentations and scored the proposals in accordance with the evaluation criteria included in the Solicitation and summarized below:

Evaluation Criterion	Maximum Points
Ability of Professional Personnel	10 points
Project Approach	40 points
Past Performance	15 points
Workload	5 points
Location	5 points
Pricing	25 points
TOTAL	100 points

Motorola received the highest technical scores (i.e. Ability of Professional Personnel, Project Approach, Past Performance) from six of the seven Evaluation Committee members and received the highest overall scores. The following day, based on the recommendation of the Evaluation Committee, the County posted its Proposed Recommendation for Award ("Proposed Recommendation") to Motorola. Harris, the second-ranked firm, filed a bid protest objecting to the Proposed Recommendation and raising fifteen (15) alleged grounds for protest. As discussed below, Harris' bid protest is replete with fabrications, distortions, and innuendo. It is lacking in legal and factual merit and should be summarily dismissed.



II. Harris' Claims that Motorola Is Non-responsive Are Not Timely Filed and Must Be Barred

At the outset, it is important to review the timeliness of Harris' claims that Motorola's proposal is non-responsive and that Motorola is a non-responsive Proposer.¹ This RFP process is being conducted under the authority of the Broward County Procurement Code (Chapter 21 of the Broward County Administrative Code). Pursuant to Section 21.83-d and Section 21.120-a-2 of the Procurement Code, any vendor who wishes to appeal the Evaluation Committee's finding of responsiveness must take timely action after the meeting at which such finding has been made:

"Any person who has a substantial interest in the matter who is dissatisfied or aggrieved with the determination of responsiveness by the Selection Committee pursuant to Section 21.83-d of this Code must appeal said determination to the County by sending written notice to the attention of the Director of the Purchasing Division. Such appeal must be received by the County Purchasing Division within ten (10) calendar days of the determination to be deemed timely. The requirements of Sections 21.118-e and 21.118-f shall be applicable to the appeal of the Selection Committee's determination of responsiveness."

Section 21.118-f of the Procurement Code states:

"Protests not timely made under this section shall be barred and shall not be heard by the Director of Purchasing or the Hearing Officer. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived."²

The Evaluation Committee met on September 30, 2016 and the Minutes of that meeting reflect that the Evaluation Committee considered the Harris and Motorola submittals, staff inquiries, vendor responses to inquiries, and the staff matrix of analysis of the vendor information submitted. The Evaluation Committee made verbal inquiries and the Evaluation Committee then formally voted to determine that both Harris and Motorola were responsive and responsible Proposers.

¹ See Harris' bid protest; in the second paragraph of the Harris introduction to its Protest Letter and again in Section 1 relating to alleged failure to disclose "material litigation" (see pp.2 and 11), in section 2 relating to exceptions initially taken by Motorola to the terms and conditions of the Draft Contract (see p.12) and its summary on Page 19 of its Protest Letter.

² For Request for Proposal procurements in Broward County, the "Evaluation Committee" is deemed the Selection Committee for the purposes of the application of the above-referenced sections of the Procurement Code.



The deadline for Harris filing an appeal of the Evaluation Committee determination of responsiveness of Motorola was October 10, 2016. No such appeal was timely filed by Harris. As a matter of law, Harris is barred from thereafter raising issues of responsiveness and has permanently waived its right to do so.

It is widely recognized that Motorola and Harris are companies who fiercely compete in public procurements for Project 25 700 MHz Communication Systems. Both companies were appropriately found to be responsive and responsible by the Evaluation Committee, thus ensuring a fair and open competitive procurement between these two vendors.

Having made the responsive and responsible determinations on September 30, 2016, and following a well defined Procurement Code and a time proven process, the Evaluation Committee properly noticed and convened its November 30, 2016 meeting to hear oral presentations and to score and rank the two proposals. Since the issues of responsiveness and responsibility had been previously determined, they were not part of the Evaluation Criteria that made up the scoring at the November 30, 2016 meeting. Based on the above and notwithstanding the lack of merit of its claims, Harris' claims that Motorola is non-responsive are untimely and must not be considered.

III. Standard of Review

Under Florida Law, the County has "wide discretion in [the procurement process] and its decision, when based on an honest exercise of its discretion, should not be overturned by a court even if it may appear erroneous and even if reasonable persons may disagree." Liberty County v. Baxter's Asphalt & Concrete, Inc., 421 So.2d 505 (Fla.1982). Therefore, in making a determination, an arbiter does not need to second guess the members of evaluation committee to determine whether he and/or other reasonable and well-informed persons might have reached a contrary result. Instead, the arbiter's sole responsibility is to ascertain whether the agency acted fraudulently, arbitrarily, illegally, or dishonestly. Sci. Games, Inc. v. Dittler Bros., Inc., 586 So. 2d 1128, 1131 (Fla. 1st DCA 1991). To determine whether the County acted arbitrarily, the focus is generally on whether the County followed its own criteria to award the contract. City of Sweetwater v. Solo Const. Corp., 823 So. 2d 798, 802 (Fla. 3d DCA 2002).



IV. Argument

In its effort to overturn the Evaluation Committee's Proposed Recommendation, Harris essentially hurls a set of weak and unsupported attacks on the integrity of the procurement process. These Harris attacks, however, are in several instances untimely and in other instances are rooted in factual distortions and misconstruction of the law. Harris begins its protest by alleging that Motorola failed to disclose several "material" cases in its Litigation History. As discussed below, the cases cited by Harris were immaterial to the present Solicitation and mentioned only to divert attention away from Harris' own multimillion dollar breach of contract lawsuit filed by a former government client.

Harris' next two arguments are based on a distorted reading of the Solicitation requirements. Harris argues that the County's rejection of several exceptions asserted by Motorola in accordance with the Solicitation requirements somehow allowed Motorola "to materially alter its submission." This argument is both puzzling and lacking in merit because Motorola did not alter its submission; it only acceded to the County's rejection of certain exceptions. Harris then attempts to read into the Solicitation an immovable requirement to videotape immaterial portions of the Proposers' field test demonstrations and claims, without any evidentiary support, that the Evaluation Committee was required to consider these videotapes in its deliberations. Again, this argument is confusing and contradicted by the plain, unambiguous language of the Solicitation.

Then, Harris accuses Motorola and County staff of committing flagrant and deliberate violations of the Sunshine Law by conducting off-the record "negotiations" of Motorola's exceptions. This claim, however, is contradicted by the record, which clearly establishes that no such negotiations took place. The final section of Harris' bid protest is a "catch all" section that includes eleven (11) alleged "process deficiencies that tainted the procurement." As discussed below, these allegations are mostly editorial comments and complaints about statements included in the proposals and made during oral presentations. They are factually inaccurate and not legitimate grounds for protest. Because Harris fails to raise any material defects in its bid protest, the entire protest should be dismissed and the County should immediately proceed with its Proposed Recommendation to rank Motorola number one and proceed to find negotiations.



a. Litigation History

In order to guide its inquiry regarding the “responsibility” of the Proposers, the County customarily demands in the Solicitation the disclosure of all *material* litigation involving the Proposers. The County utilizes this information to determine vendor responsibility; said another way, whether the selected Proposer “has the capability in all respects to perform the contract requirements, and the integrity and reliability with which to assure good faith performance.” See Standard Instructions for Vendors, Section B. Thus, Proposers were not required to disclose *all* litigation involving their respective firms, but rather only that litigation which took place within three years of the proposal submission deadline and was “material” to the scope of work described in the Solicitation. The term “material” was defined to include instances of default, termination, suspension, failure to perform, negligence or malpractice involving a similar scope of work.

Harris stated in its proposal that: “Harris Corporation is a large multi-billion dollar Fortune 500 corporation and from time to time, as a normal incident of the nature and kind of businesses in which the Harris Corporation are, and were, engaged, various claims or charges are asserted and litigation or arbitration is commenced by or against Harris . . .” See Harris Proposal at p. 309. In addition to this general statement, Harris disclosed one case as “material” to the scope of work described in the Solicitation. Harris’ description of that case was rather benign, noting only that Harris was hired to install and operate a radio system for the Las Vegas Metropolitan Police Department (LVMPD). The system, according to Harris, was “installed, tested, and accepted by LVMPD” but the LVMPD eventually sued Harris because the LVMPD “did not like the performance of the new system.” Harris’s disclosure was misleading, incomplete, and inaccurate. The complaint filed by LVMPD alleges that the \$42 million communication system delivered by Harris was “effectively useless as a result of the breaches by Defendants” and further alleges that “the problems have been so pervasive that final testing and acceptance of the communication system has not occurred.” See LVMPD Amended Complaint, ¶¶ 29-33, available at <http://ia600204.us.archive.org/1/items/gov.uscourts.nvd.97337/gov.uscourts.nvd.97337.1.2.pdf>.



Motorola included in its proposal a statement similar to the one provided by Harris, noting that Motorola is a Fortune 300 company and is involved in many civil lawsuits. Motorola, however, did not disclose any “material” cases because, unlike Harris, Motorola has no reportable litigation. As it always does in an RFP, the County did an internet search to identify litigation history. Therefore, on September 15, 2016, both Motorola and Harris received a letter from the County indicating that the County had identified numerous federal lawsuits involving both Motorola and Harris but had not determined whether these lawsuits were “material” to the scope of work described in the Solicitation. See Broward County Letter Dated September 15, 2016, attached as **Exhibit A**. Motorola prepared a written response dated September 26, 2016, in which Motorola noted that it “does not consider any of the noted cases as material” but, in the spirit of partnership and transparency, Motorola provided a brief description of the ten (10) cases identified by the County. See Motorola Letter Dated September 26, 2016, attached as **Exhibit B**. Motorola’s letter included the following description: “Beebe. Involves a personal injury lawsuit filed by family of Houston firefighter who died in a fire three years ago when the building collapsed. Although the firefighters were using a Motorola radio system, the building collapsed within approximately 5 minutes of the firefighters entering the building.” Id.

In its bid protest, Harris claims that Motorola should have disclosed three “material” cases, including the Bebee case, and argues that Motorola’s proposal should be disqualified as non-responsive. Harris’ claim is misguided for three reasons. First, as discussed below, the cases identified by Harris are not material. Second, even though the cases were not material, Motorola erred on the side of *over-disclosure* and provided narrative summaries of numerous immaterial cases, including Bebee. Finally, unlike the Harris/LVMPD case, none of the cases identified by Harris call into question Motorola’s “capability in all respects to perform the contract requirements” as stated in the Solicitation.

The first case identified by Harris is Erika Smith, as personal representative of the estate of Christopher Smith, deceased v. Motorola Solutions, Inc., Case No 37 20105 CA 002884. This case involves alleged human error in the use of Motorola’s PremierOne Computer Aided Dispatch (CAD) system in the City of Tallahassee, FL and Leon County, FL. According to the complaint, an emergency dispatcher – who was not an employee of Motorola – failed to notice



hazard warnings in the CAD system and did not alert police officers that the address to which they were being dispatched presented potential threats to officers. Upon arriving at the location, one officer was ambushed and killed by an anti-government zealot. This case, while certainly tragic, did not involve Motorola's radio communications system or include allegations of non-performance. Rather, it involved allegations of human error allegedly committed by non-Motorola employees using a Computer Aided Dispatch (CAD) system. The case is simply not germane to the present solicitation. Any suggestion to the contrary is simply false.

The second case identified by Harris is Sabina Bebee, individually and on behalf of the Estate of Robert Bebee, deceased et al. v. Motorola Solutions, Inc., et al., Case No. 2016-080066. As disclosed by Motorola in its letter to the County dated September 26, 2016, this case involves "a personal injury lawsuit filed by family of Houston firefighter who died in a fire three years ago when the building collapsed. Although the firefighters were using a Motorola radio system, the building collapsed within approximately 5 minutes of the firefighters entering the building." The complaint alleges that a critical component of a face piece-mounted communications system developed by a third-party for firefighters melted during the fire, causing malfunctions with the radio system. This lawsuit is not material to the present solicitation because: (1) it involves different products and technology than those included in Motorola's proposal; and (2) it involves damages allegedly flowing from third-party products (main part of plaintiff's allegations) and Motorola radios, not radio infrastructure equipment, which is the subject of the Solicitation; (3) it is "incident-specific" and does not include allegations of repeated and systematic failures of Motorola's radio infrastructure; (4) unlike the Harris/LVMPD case, it does not call into question Motorola's capability to perform the contract requirements. Even assuming this case was material (which it was not), Motorola disclosed the underlying allegations to the County in its September 26, 2016 letter, more than two months before the Evaluation Committee made its Recommendation and four days before the Evaluation Committee's written determination that Motorola was a responsive and responsible Proposer. See County Memorandum regarding Motorola's responsiveness and responsibility attached as Exhibit C. To the extent that Harris now challenges Motorola's responsiveness, such challenge is time-barred under Section 21.83-D and 21.120-A-2 of the Broward County Procurement Code, which provide that any bidder who is aggrieved or dissatisfied with the County's determination



of responsiveness must file an appeal within ten (10) days of the County's determination of responsiveness.

The third case identified by Harris is Anthony Treg Livesay, et al. v. Motorola Solutions, Inc., et al., Case No. 2015-31080. This case arises out of the same fire incident described that is the subject of the Bebee case. For the same reasons described above, this case is not material to the present Solicitation. In any event, Motorola again disclosed the underlying allegations to the County in its September 26 letter, well in advance of the deliberations of the Evaluation Committee, through its disclosure of the Bebee case.

Harris not only misrepresents the underlying allegations in the above-mentioned cases, but it also misconstrues and misapplies case law and County Attorney's Opinions from prior procurements. A careful review of the case law and other legal authority cited by Harris reveals that such legal authority has no application to the present case. For example, Harris relies heavily on Pro Tech Monitoring v. Department of Corrections, Case No. 11-5794BID, State of Florida Division of Administrative Hearings. In Pro Tech, the hearing officer concluded that a Proposer was non-responsive because the Proposer failed to provide a required Disaster Recovery Plan and failed to identify approximately 1,000 government contracts, in direct contravention of the RFP requirements. See Pro Tech at ¶¶ 57, 66, 88. The hearing officer found that these deviations afforded the Proposer with an unfair competitive advantage by allowing the proposer to shield its customer list (and any problems associated it it) from public view and allowing it to devote the time saved to other sections of its proposal. See Id. Interestingly, the hearing officer rejected the claim that the Proposer's failure to include or disclose certain information relating to the proposer's litigation and past performance history constituted a major deviation from the RFP requirements. See Id. at ¶ 82.

Harris also relies heavily on a County Attorney Opinion letter dated January 27, 2015, relating to County Bid No. T1247309B1 – Temporary Debris Management Site Services. This opinion revolves around a proposer's failure to disclose a federal debarment stemming from a contract of similar scope to the procured by the County. The Proposer in that case falsely certified in its proposal that it had not been debarred or suspended by any government. The County Attorney concluded that the Proposer's representation constituted a major deviation from



the solicitation requirements and was “dishonest, contrary to acceptable business practices, and cannot be ignored.” The County Attorney further concluded that the proposer’s federal ineligibility “infringes on the integrity and reliability of [the Proposer].” Even assuming, *in arguendo*, that Harris’ allegations are true (which they are not), the alleged omissions and deficiencies do not rise to the level described in Pro Tech or the Debris Management procurement. Thus, this legal authority has no application to the present case.

In final analysis, the first ten pages of Harris’ bid protest are nothing more than a spattering of factual misrepresentations and legal conclusions designed to obfuscate the fact that Harris is the only Proposer sued by a former client for millions of dollars in damages allegedly flowing from the failure to perform a contract with the same scope of services described in the Solicitation. These allegations, therefore, should be dismissed.

b. Exceptions

Harris suggests in its bid protest that Motorola deviated from the Solicitation requirements by first raising certain exceptions to the County’s proposed contract terms and conditions in its submission and then at the September 30, 2016 Evaluation Committee meeting “waiving” certain of these exceptions after inquires by staff and Committee members. Again, Harris’ claim is misguided. As a starting point, the Solicitation *required* Proposers to complete an Agreement Exception Form identifying all exceptions and requests for clarification regarding the draft Agreement between the County and selected vendor. *See* Standard Instructions for Vendors, Section D. The Solicitation made clear that the “[s]ubmission of any exceptions to the Agreement does not denote acceptance by the County.” *See Id.* In other words, the Solicitation invited proposers to submit comments and exceptions on the draft Agreement but preserved the County’s right to reject or modify the proposed exceptions.

Motorola, in accordance with the Solicitation requirements, identified thirty-three (33) clarifications and exceptions in the Agreement Exception Form included in its proposal. On November 21, 2016, both Motorola and Harris received an email from the County indicating that the proposed exceptions would be discussed during the Evaluation Committee meeting scheduled for November 30, 2016: “Please bring your firm’s staff that can discuss Terms and Conditions exceptions (if any) as well as staff who is able to bind the company regarding any



decisions.” A copy of the Email Dated November 21, 2016, is attached as Exhibit D. Consistent with the County’s November 21 e-mail and its customary practice, the County invited Motorola to discuss its exceptions during the Evaluation Committee meeting on November 30. Under its RFP process the County commonly utilizes this meeting to raise questions relative to exceptions taken to the contract terms and conditions attached to its solicitations. The County Attorney’s Office explained that this customary practice is designed to minimize the potential for a breakdown in negotiations with the recommended vendor. See Audio Recording at 52:01. During the discussion, the County accepted some of the Motorola’s proposed exceptions, modified others, and exercised its discretion under the Solicitation to reject some of the proposed exceptions. Because seven (7) of the exceptions rejected by the County addressed complicated issues including indemnity and insurance requirements, Motorola requested an opportunity to discuss these provisions with in-house subject-matter experts before acknowledging the County’s rejection of these exceptions. See Id. at 50:20. Motorola consulted with in-house subject-matter experts and later returned to the public meeting and acknowledged its acceptance of the County’s rejection of these seven (7) exceptions. See Id. at 3:04:30.

Harris suggests that the County’s rejection of several exceptions – and Motorola’s subsequent agreement to withdraw certain of these exceptions at the September 30 meeting somehow conferred upon Motorola an unfair competitive advantage by allowing the company to “change its proposal submission.” This argument is befuddling for three reasons. First, Motorola did not change its proposal. It simply acceded to the County’s decision to accept, modify, and reject certain of the exceptions. This exercise of the County’s discretion cannot reasonably be considered an improper modification of a proposal. To conclude otherwise would not only ignore the express language of the Solicitation, but it would *require* the County to adopt *every* exception proposed by the selected vendor. Second, the public discussion regarding Motorola’s exceptions was a routine administrative exercise that did not confer upon Motorola any competitive advantage. If anything, Motorola was placed at a competitive *disadvantage* as a result of the lengthy public discussion of its exceptions because exceptions generally have a negative connotation. Third, it cannot reasonably be inferred that the discussion of Motorola’s exceptions had a material impact on the evaluation because the Evaluation Criteria makes no mention of the



Proposers' exceptions. A copy of the Evaluation Criteria is attached as Exhibit E. Harris' entire argument regarding Motorola's exceptions is therefore immaterial.³

c. Demonstration Videotapes

Harris' argument regarding the alleged "videotape requirement" for the Proposers' demonstrations is as puzzling and lacking in merit as its two previous arguments. According to Harris, the Solicitation required the County to videotape the Proposers' demonstrations, then required the Evaluation Committee to observe these videotapes and consider them during the scoring of proposals. Harris argues that the County failed to comply with these requirements and suggests that the Proposed Recommendation to Motorola should be overturned because of the County's "failure to comply with its own bid evaluation criteria." See Harris Bid Protest at p. 14. The key problem with Harris' argument is that the alleged videotape and evaluation "requirements" are completely illusory. They do not exist.

The Solicitation did not require the County to videotape the Proposers' demonstrations. It did notify Proposers that certain portions of their demonstrations would be videotaped and be made available to the Evaluation Committee. But this was not a hard-and-fast requirement and was completely immaterial to the subject of the Solicitation. Indeed, the only portions of the demonstrations originally noted for recording were the Subscriber Audio Testing scripts that had nothing to do with the subject of the Solicitation – the installation and maintenance of radio infrastructure equipment. *See* Solicitation Demonstration Requirements – Addendum 1. Nothing in the Solicitation suggested that the Evaluation Committee was required to observe the demonstrations or consider any demonstrations or videotapes as part of its scoring and evaluation process. In fact, the demonstrations were observed only by a technical committee and conducted for the sole purpose of determining compliance with the Solicitation. Moreover, the words "demonstration," "videotape," or "subscriber" do not appear anywhere in the detailed description of Evaluation Criteria. See Evaluation Criteria, Exhibit E. Harris claims the video recordings of the subscriber tests should have been considered under the "Project Approach" criterion. The

³ To the extent that Harris claims Motorola's exceptions or the County's treatment of the exceptions rendered Motorola's proposal non-responsive, such a claim is time-barred under Section 21.83-D and 21.120-A-2 of the Broward County Procurement Code, which provide that any bidder who is aggrieved or dissatisfied with the County's determination of the responsiveness must file an appeal within ten (10) days of the County's determination of responsiveness.



“Project Approach” criterion, however, makes no mention of any subscriber tests or videotapes. Instead, it lists over twenty (20) questions regarding various issues addressed in the Proposers’ written submissions, including coverage, capacity, redundancy, interoperability, project schedule, radio and microwave components, and approach to facilities and infrastructure development.⁴ If Harris truly wanted this requirement included in the Solicitation, it should have timely filed a protest of the bid specifications.

At most, the reference to videotapes in the Solicitation was a courtesy notice to Proposers that a tiny portion of their demonstrations would be video recorded. On October 3, 2016, at least two weeks prior to the scheduled demonstrations, the County sent an email to both Proposers notifying them that the County had decided not to videotape the subscriber portions of the demonstrations. The County did not identify a reason for its decision, but it could have been influenced by the following factors: (i) the Solicitation is for the procurement of infrastructure and the subscriber tests are not part of the procurement; (ii) lack of quality control for the recording of subscriber audio testing between the two vendors; (iii) lack of uniform rules regarding time limitations and other protocols; (iv) different environments as the result of testing done at different times and locations could impact the audio or video recordings to reflect other than what was directly witnessed real time; and (v) testing recordings would not be identical because of many unknown variables, thus preventing an “apples to apples” comparison. In any event, the County’s decision not to videotape the subscriber portions of the Proposers’ demonstrations was properly noticed and did not give any Proposer an advantage or benefit not enjoyed by the others. Moreover, it addressed a minor, non-substantive section of the Solicitation that had no impact on the scoring or evaluation of the Proposals. Harris’ attempt to recast the County’s decision as a major deviation from phantom Solicitation requirements should be rejected.

⁴ To the extent Harris claims the Evaluation Criteria *should have* included consideration of videotapes or subscriber audio testing, such a claim is untimely. Pursuant to Section 21.118(a)(1) of the County Code, any protest concerning the bid specifications must be filed within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division’s website.



d. Sunshine Law

Harris further claims the County and Motorola violated the Sunshine Law by engaging in private, off-the-record “negotiations” regarding Motorola’s proposed exceptions. This argument suffers the same infirmity as Harris’ other arguments – namely, it is devoid of any factual basis. As discussed in the “Exceptions” section of this document, the County invited Motorola to engage in a public discussion regarding its various exceptions during the November 30 Evaluation Committee meeting. During the public discussion, and consistent with its authority under the Solicitation, the County informed Motorola that it had rejected several proposed exceptions. Motorola acknowledged the County’s position but asked for an opportunity to confer with in-house subject-matter experts regarding approximately seven (7) of the rejected exceptions. Because some of these seven (7) exceptions involved insurance questions, the Motorola representative publicly requested an opportunity to obtain further clarification on the rejected exceptions from the County’s Risk Manager. See Audio Recording at 50:20. Because such communications are permitted communications under state and local law, the County, after consulting with the County Attorney’s Office, agreed that the Risk Manager could provide the requested clarification. See Id.

After obtaining the necessary clarifications and consulting with in-house insurance experts, the Motorola representative returned to the public meeting and acknowledged that Motorola understood and accepted the County’s rejection of the last seven (7) exceptions. See Id. at 3:04:30. Motorola did not negotiate the County’s rejection of these exceptions – in public or in private. There was no room for negotiation. All Motorola did was confirm its acceptance of the County’s position. Harris was present at the public meeting and is fully aware that no private “negotiations” took place regarding these seven (7) exceptions. Harris’ allegations that Motorola and County representatives were allowed to “leave that meeting, undertake negotiations directly related to the matter being considered by the Evaluation Committee, and then subsequently scored on those negotiated exceptions” are both reckless and disingenuous allegations. The record is clear that no negotiations took place outside of the Sunshine.



e. Catch-All

In addition to the four arguments addressed above, Harris includes another eleven (11) arguments in a “catch-all” section of its bid protest titled “Process Deficiencies that Tainted the Procurement and the Evaluation Thereof.” Nine (9) of these arguments – labeled as subsections (a)-(g), (i), and (k) – focus on statements included in the proposals and made during oral presentations regarding the Proposers’ capabilities. For example, Harris makes arguments regarding the Proposers’ radio capabilities, tower locations, redundancies, dispatch console capabilities, voice talkpaths, radio system networks, and past performance. These issues were already considered by the Evaluation Committee and both Proposers were afforded an equal opportunity to address their experience and capabilities with the Evaluation Committee. To the extent that Harris is urging the Procurement Director – or any other individual – to re-evaluate the proposals and substitute their judgment for that of the Evaluation Committee, such a request is improper and not allowed under Florida law. See South Fla. Limousines, Inc. v. Broward County Aviation Dep’t, 512 So. 2d 1059, 1062 (Fla. 4th DCA 1987) (a judge will not substitute his or her judgment for that of a public agency when it exercises its discretion in a procurement in good faith); Sci. Games, Inc. v. Dittler Bros., Inc., 586 So. 2d 1128, 1131 (Fla. 1st DCA 1991).

One of the remaining arguments advanced by Harris in the “catch all” section – labeled as subsection (h) – takes issue with the “point formula set forth in the Solicitation” for price. This objection to the bid specifications is untimely. Pursuant to Section 21.118(a)(1) of the County Code, any protest concerning the bid specifications must be filed within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division’s website. By failing to object to the evaluation criteria within the specified time frame, Harris waived its opportunity to protest on this basis. The final argument included in Harris’ “catch all” section – labeled as subsection (j) – is a gratuitous and misleading statement that “Motorola is simply not the same company that it was 40 years ago.” While intended as a dig, the statement does contain a kernel of truth (although it strengthens Motorola’s position for this Solicitation). In recent decades, Motorola has shifted its core focus to P25 and public safety solutions, spending more on research and development than all its P25 competitors combined. Motorola’s Plantation facility,



which provides employment to nearly a thousand local residents, has become a state-of-art innovation, design, and engineering hub. Motorola is proud of its strong ties in Broward County and is grateful for the opportunity to continue providing Broward County with reliable and innovative public safety communications solutions.

V. Conclusion

For the reasons stated above, Motorola respectfully requests the Procurement Director deny Harris' bid protest and proceed with the award of this contract to Motorola.

Sincerely,



LLORENTE & HECKLER, P.A.

Alexander P. Heckler
Florida Bar No. 524069

Michael Llorente
Florida Bar No. 44515

Cc: Karen Walbridge, Broward County Purchasing Division
Mitch Nowak, Motorola Solutions, Inc.
Ronald L. Book, Esq.
George I. Platt, Esq.



Exhibits



Exhibit A



Joni Armstrong Coffey
County Attorney




OFFICE OF THE COUNTY ATTORNEY
115 S. Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301

954-357-7600 · FAX 954-357-7641

MEMORANDUM

TO: Michael Mullen, Purchasing Agent

FROM: Rene D. Harrod, County Attorney's Office 

DATE: September 15, 2016

RE: **Litigation Review for RFP R1422515P1**
Public Safety Radio APCO Project 25 700 MHz Communication System

This supplements the memorandum previously provided and dated March 18, 2016, regarding the litigation history information submitted by the two vendors in response to Step One of the current solicitation, RFQ R1422515R1 Public Safety Radio APCO Project 25 700 MHz Communication System. In response to Step Two of this solicitation, RFP R1422515P1, both vendors provided updated responses.

- Harris Corporation again disclosed one case as material: a dispute with the Las Vegas Metropolitan Police Department regarding a 2005 contract that resulted in litigation filed in 2013, which was settled in September 2015. Our searches did not indicate any additional state court cases; 8 additional federal cases were filed since the PACER report included in our March 18, 2016 memo (see **Exhibit 1** hereto).
- Motorola Solutions again did not disclose any cases as material. Our searches did not indicate any additional state court cases; 10 additional federal cases were filed since the PACER report included in our March 18, 2016 memo (see **Exhibit 2** hereto).

Both vendors indicated that none of the cases identified by the County as undisclosed are "material" cases within the definition of the solicitation. The original March 18, 2016 memorandum is attached for your convenience (**Exhibit 3** hereto).

Please note that this memo does not include a substantive analysis of the cases or a determination of whether any of the cases would qualify as material as defined in the solicitation. If you have any questions or comments, please contact me.

cc: Karen Walbridge, Purchasing Manager
Glenn M. Miller, Assistant County Attorney



All Court Types Party Search
Thu Sep 15 12:28:45 2016
8 records found

User: bc0180
Client: rfp
Search: All Court Types Party Search Name harris corporation filed on or after 02/22/2016 All Courts Page: 1

Civil Results

Party Name ▼	Court	Case	NOS	Date Filed	Date Closed
1 Harris Corporation (dft) Pace v. United States of America et al	txsdce	4:2016-cv-00951	360	04/07/2016	
2 Harris Corporation (dft) Swingle v. Harris Corporation	vaedce	1:2016-cv-00955	790	07/25/2016	
3 Harris Corporation (dft) Hamsberger v. Imagine Communications Corp. et al	candce	3:2016-cv-04414	442	08/04/2016	
4 Harris Corporation (dft) Johnson v. Harris Corporation et al	flmdce	6:2016-cv-00355	791	02/29/2016	08/19/2016
5 Harris Corporation (dft) Wheeler v. Exelis Inc. et al	casdce	3:2016-cv-01075	340	05/03/2016	
6 Harris Corporation (crd) Wheeler v. Exelis Inc. et al	casdce	3:2016-cv-01075	340	05/03/2016	
7 Harris Corporation (crc) Wheeler v. Exelis Inc. et al	casdce	3:2016-cv-01075	340	05/03/2016	
8 Harris Corporation (dft) Pantaurus, LLC v. Harris Corporation	txedce	2:2016-cv-00178	830	03/02/2016	05/27/2016

Receipt 09/15/2016 12:28:46 84932308

User bc0180
Client rfp
Description All Court Types Party Search
Name harris corporation filed on or after 02/22/2016 All Courts Page: 1
Pages 1 (\$0.10)



All Court Types Party Search
Thu Sep 15 12:27:54 2016
10 records found

Browse Aloud

User: bc0180
Client: rfp
Search: All Court Types Party Search Name motorola solutions filed on or after 02/22/2016 All Courts Page: 1

Civil Results

Party Name ▼	Court	Case	NOS	Date Filed	Date Closed
1 Motorola Solutions, Inc. (dft) ComSerCo, Inc. v. Motorola Solutions, Inc. et al	cacdce	5:2016-cv-01595	190	07/21/2016	
2 MOTOROLA SOLUTIONS, INC. (dft) AL-TAMIMI et al v. ADELSON et al	dcdce	1:2016-cv-00445	890	03/07/2016	
3 Motorola Solutions, Inc. (dft) Sherman v. Motorola Solutions, Inc.	codce	1:2016-cv-01602	442	06/23/2016	
4 MOTOROLA SOLUTIONS ISRAEL LTD. (dft) AL-TAMIMI et al v. ADELSON et al	dcdce	1:2016-cv-00445	890	03/07/2016	
5 Motorola Solutions, Inc. (dft) Bebbee et al v. Motorola Solutions, Inc. et al	txsdce	4:2016-cv-00763	365	03/23/2016	
6 Motorola Solutions, Inc. (dft) Huguley v. Brown et al	ctdce	3:2016-cv-00541	791	04/06/2016	05/12/2016
7 Motorola Solutions, Inc. (dft) Kevique Technology, LLC v. Motorola Solutions, Inc.	txedce	2:2016-cv-00370	830	04/07/2016	05/17/2016
8 Motorola Solutions, Inc. (dft) Floyd et al v. Motorola Mobility LLC et al	gandce	1:2016-cv-03269	368	08/31/2016	
9 Motorola Solutions, Inc. (dft) Venus Locations, LLC v. Motorola Solutions, Inc.	txedce	2:2016-cv-00345	830	04/06/2016	05/12/2016
10 Motorola Solutions, Inc. (dft) Pantaurus, LLC v. Motorola Solutions, Inc.	txedce	2:2016-cv-00179	830	03/02/2016	06/27/2016

Receipt 09/15/2016 12:27:54 84931833

User bc0180
Client rfp
Description All Court Types Party Search
Name motorola solutions filed on or after 02/22/2016 All Courts Page: 1
Pages 1 (\$0.10)

Joni Armstrong Coffey
County Attorney



OFFICE OF THE COUNTY ATTORNEY
115 S. Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301

954-357-7600 • FAX 954-357-7641

MEMORANDUM

TO: Michael Mullen, Purchasing Agent

FROM: Rene D. Harrod, County Attorney's Office 

DATE: March 18, 2016

RE: **Litigation Review for RFQ R1422515R1**
Public Safety Radio APCO Project 25 700 MHz Communication System

We reviewed the litigation history information provided by the two vendors responding to the solicitation, RFQ R1422515R1 Public Safety Radio APCO Project 25 700 MHz Communication System. Searches were done in the Clerk of Courts' websites for Broward County, Miami-Dade County, and Palm Beach County. Similar searches were completed in the PACER federal court database and the County Attorney's Office Master List of Cases involving Broward County.

Harris: Harris identified its legal business name as "Harris Corporation – Communication Systems," but no such name appears in the Florida Secretary of State records available on www.sunbiz.com. Therefore, searches were done under the name "Harris Corporation" and may be overinclusive. Harris identified as material litigation one dispute in a Nevada federal district court, Case No. 2:13-cv-01780-GMN-VCF, which the vendor indicated settled in September 2015.

Our searches indicated the following additional cases that were filed, pending or resolved within the last three (3) years in which Harris appears to have been a party or creditor:

1. *National Union Fire Ins. Co. of Pittsburgh, Harris Corporation, et al. v. Sunrise Telecom Inc.*, Case No. 50-2011-CA-005889-XXXX-MB (Palm Beach Cir. Ct.) (filed April 19, 2011; apparently settled in 2014). Harris responded to this additional information and indicated the dispute was between an insurance company and a tenant over fire damages caused by the tenant.
2. More than 50 additional undisclosed federal cases, included in **Exhibit 1** hereto. Harris responded to this additional information, explained the general nature of the cases, and indicated that none of the cases are "material" as defined in the solicitation.

Motorola: Motorola identified its legal business name as “Motorola Solutions, Inc.” which is listed in the Florida Secretary of State records available on www.sunbiz.com. Motorola indicated on the Litigation History Form that there are no material cases, but included as Additional Information a statement that Motorola “is a Fortune 300 company with billions of dollars in annual sales globally” and “[a]s is normal for such companies, Motorola and its subsidiaries have been a party to many civil lawsuits” and that Motorola does not maintain a detailed history of such cases. Motorola referred the County to its SEC filings for additional information. Note that the standards set by the SEC for materiality differ from the definition stated by the County in the RFP for “material” litigation requiring disclosure.

Our searches indicated the following cases that were filed, pending or resolved within the last three (3) years in which Motorola appears to have been a party or creditor:

- *Gomez v. Motorola Solutions Inc.*, Case No. 2013-015946-CA-01 (Miami-Dade Cir. Ct.) (filed May 3, 2013; dismissed December 5, 2014);
- *Citibank (NA) v. Davis*, Case No. 2010-019631-CC-23 (Order dissolving garnishment in which Motorola was the garnishee entered August 26, 2015)
- More than 50 additional undisclosed federal cases, included in **Exhibit 2** hereto.

Please note that this memo does not include a substantive analysis of the cases or a determination of whether any of the cases would qualify as material as defined in the solicitation. If you have any questions or comments, please contact me.

cc: Karen Walbridge, Purchasing Manager
Glenn M. Miller, Assistant County Attorney

2/22/2016

PACER Case Locator - View



Browse Aloud

All Court Types Party Search
Mon Feb 22 12:26:07 2016
55 records found

User: bc0180

Client: orcat

Search: All Court Types Party Search Name harris corporation filed on or after 02/01/2012 All Courts Page: 1

Bankruptcy Results

Party Name ▼	Court	Case	Ch	Date Filed	Date Closed	Disposition
1 Harris Corporation (dft) Technology Specialists, Inc. and Federal National Payables, Inc.	mdbke	0:15-ap-00271		05/30/2015	02/12/2016	Dismissed or Settled Without Entry of Judgment
2 Harris Corporation (dft) O'Halloran and Harris Corporation	flmbke	8:13-ap-00571		06/25/2013		

Civil Results

Party Name ▼	Court	Case	NOS	Date Filed	Date Closed
3 Harris Corporation (dft) HBC Solutions, Inc. v. Harris Corporation	nysdce	1:2013-cv-06327	890	09/09/2013	12/10/2014
4 Harris Corporation (dft) Sabet v. 3M, et al	nysdce	1:2015-cv-00097	440	01/05/2015	01/15/2015
5 Harris Corporation (dft) Robinson v. Harris Corporation et al	flmdce	6:2015-cv-01615	791	09/28/2015	
6 Harris Corporation (dft) FastVDO LLC v. Harris Corporation	dedce	1:2012-cv-01419	830	11/09/2012	04/09/2014
7 Harris Corporation (dft) Spencer v. Harris Corporation	flmdce	6:2015-cv-01731	791	10/14/2015	02/17/2016
8 Harris Corporation (dft) Broadqast Solutions, LLC v. Harris Corporation	txedce	2:2015-cv-01136	830	06/23/2015	09/21/2015
9 Harris Corporation (cc) Netgear, Inc. v. Harris Corporation	candce	4:2012-cv-01651	830	04/03/2012	11/14/2012
10 Harris Corporation (cc) FastVDO LLC v. Harris Corporation	dedce	1:2012-cv-01419	830	11/09/2012	04/09/2014
11 Harris Corporation (cc) Advanced Media Networks, LLC v. Harris CapRock Communications, Inc. et al	flmdce	8:2015-cv-00408	830	02/26/2015	
12 Harris Corporation (dft) Mcintosh-Durham v. Harris Corporation et al	flmdce	6:2015-cv-00203	791	02/10/2015	08/31/2015
13 Harris Corporation (dft) Michaud v. Manu Kai, LLC; et al.	hidce	1:2015-cv-00438	360	10/20/2015	02/03/2016
14 Harris Corporation (condft) Broadqast Solutions, LLC v. ESCORT Inc.	txedce	2:2015-cv-01119	830	06/23/2015	10/22/2015
15 Harris Corporation (dft) Advanced Media Networks, LLC v. Harris CapRock Communications, Inc. et al	flmdce	8:2015-cv-00408	830	02/26/2015	
16 Harris Corporation (dft) Hobart Corporation et al v. The Dayton Power and Light Company et al	ohsdce	3:2013-cv-00115	893	04/16/2013	
17 Harris Corporation (dft) Ortiz v. Harris Corporation	flmdce	6:2013-cv-00519	791	03/29/2013	11/20/2013
18 Harris Corporation (pla) Harris Corporation v. Romaniuk et al	mddce	1:2013-cv-02982	190	10/09/2013	01/06/2014
19 Harris Corporation (dft) Richard v. Harris Corporation et al	flmdce	6:2013-cv-01206	791	08/08/2013	02/07/2014
20 Harris Corporation (dft) Michaud vs. Manu Kai, LLC; et al.	hidce	1:2015-cv-00321	340	08/13/2015	02/03/2016
21 Harris Corporation (pla) Harris Corporation v. Klimaski & Associates, P.C. et al	mddce	8:2013-cv-02983	190	10/09/2013	05/08/2014
22 Harris Corporation (concnc) Broadqast Solutions, LLC v. ESCORT Inc.	txedce	2:2015-cv-01119	830	06/23/2015	10/22/2015
23 HARRIS CORPORATION LONG TERM DISABILITY PLAN (dft) WALKER-YOUNG v. AETNA et al	dcdce	1:2012-cv-01680	791	10/12/2012	07/09/2014
24 Harris Corporation (dft) Las Vegas Metropolitan Police Department v. Harris Corporation et al	nvdce	2:2013-cv-01780	190	09/27/2013	11/04/2015
25 HARRIS CORPORATION (crd) MCKENNA et al v. 20TH CENTURY GLOVE CORPORATION OF TEXAS et al	paedce	2:2014-cv-06064	368	10/23/2014	01/06/2015
26 Harris Corporation (dft) Netgear, Inc. v. Harris Corporation	candce	4:2012-cv-01651	830	04/03/2012	11/14/2012
27 Harris Corporation (pla) Harris Corporation v. Trade Show Fabrications West, Inc.	nvdce	2:2012-cv-01200	380	07/09/2012	07/24/2012
28 HARRIS CORPORATION (crd) MCKENNA et al v. 20TH CENTURY GLOVE CORPORATION OF TEXAS et al	paedce	2:2015-cv-00028	368	01/05/2015	02/24/2015
29 Harris Corporation (cc) Broadqast Solutions, LLC v. Harris Corporation	txedce	2:2015-cv-01136	830	06/23/2015	09/21/2015
30 Harris Corporation (a) Harris Corporation et al v. O'Halloran	flmdce	8:2015-cv-02882	422	12/17/2015	02/08/2016
31 HARRIS CORPORATION (dft) McGILL v. HAKE et al	insdce	1:2015-cv-00217	160	02/12/2015	
32 HARRIS CORPORATION (dft) LISSENDEN v. HARRIS CORPORATION et al	njdce	3:2015-cv-02309	710	04/02/2015	
33 HARRIS CORPORATION (crc) MCKENNA et al v. 20TH CENTURY GLOVE CORPORATION OF TEXAS et al	paedce	2:2014-cv-06064	368	10/23/2014	01/06/2015

2/22/2016

PACER Case Locator - View

34	HARRIS CORPORATION (dft) PALMER et al v. HEIDELBERG USA, INC.	paedce	5:2012-cv-05034	368	08/31/2012	01/23/2015
35	HARRIS CORPORATION (dft) THE GEORGE LEON FAMILY TRUST ET AL. V. EXELIS INC. ET AL.	insdce	1:2015-cv-00466	160	03/20/2015	04/20/2015
36	HARRIS CORPORATION (crc) MCKENNA et al v. 20TH CENTURY GLOVE CORPORATION OF TEXAS et al	paedce	2:2015-cv-00028	368	01/05/2015	02/24/2015
37	HARRIS CORPORATION (dft) CHECHO et al v. ALLEN-BRADLEY COMPANY et al	paedce	5:2014-cv-01342	368	03/05/2014	03/06/2014
38	Harris Corporation (e) O'Halloran v. Harris Corporation et al	flmdce	8:2015-cv-02788	422	12/04/2015	
39	Harris Corporation (dft) Scott Joseph Wallace v. Celco Partnership et al	cacdce	2:2014-cv-08052	440	10/17/2014	
40	Harris Corporation (cnfick) Harris Caprock v. Tripp Manufacturing Company	txsdce	4:2015-cv-00130	245	01/16/2015	
41	HARRIS CORPORATION (crd) CHECHO et al v. ALLEN-BRADLEY COMPANY et al	paedce	2:2012-cv-01552	368	03/28/2012	10/15/2012
42	HARRIS CORPORATION (dft) MCKENNA et al v. 20TH CENTURY GLOVE CORPORATION OF TEXAS et al	paedce	2:2014-cv-06064	368	10/23/2014	01/06/2015
43	Harris Corporation (dft) Scott Joseph Wallace v. Celco Partnership et al	cacdce	2:2015-cv-08680	440	11/06/2015	
44	Harris Corporation (dft) Greene v. Harris Corporation et al	mddce	1:2013-cv-00190	442	01/23/2013	05/20/2014
45	HARRIS CORPORATION (crd) PALMER et al v. HEIDELBERG USA, INC.	paedce	5:2012-cv-05034	368	08/31/2012	01/23/2015
46	HARRIS CORPORATION (dft) MCKENNA et al v. 20TH CENTURY GLOVE CORPORATION OF TEXAS et al	paedce	2:2015-cv-00028	368	01/05/2015	02/24/2015
47	Harris Corporation (pla) Continental Insurance Company et al v. United States of America	tnmdce	3:2012-cv-00433	240	04/30/2012	02/28/2013
48	Harris Corporation (pla) Harris Corporation v. Priolo	flmdce	6:2014-cv-00549	190	04/04/2014	05/13/2014
49	HARRIS CORPORATION (crc) CHECHO et al v. ALLEN-BRADLEY COMPANY et al	paedce	2:2012-cv-01552	368	03/28/2012	10/15/2012
50	Harris Corporation (pla) Harris Corporation v. Sarantos	flmdce	6:2014-cv-01637	190	10/07/2014	01/05/2015
51	HARRIS CORPORATION (crc) PALMER et al v. HEIDELBERG USA, INC.	paedce	5:2012-cv-05034	368	08/31/2012	01/23/2015
52	HARRIS CORPORATION (dft) CHECHO et al v. ALLEN-BRADLEY COMPANY et al	paedce	2:2012-cv-01552	368	03/28/2012	10/15/2012

Appellate Results

Party Name ▼	Court	Case	NOS	Date Filed	Date Closed
53 Harris Corporation (pty) Susan Engler v. Harris Corporation	04cae	14-1444	3442	05/06/2014	10/08/2015
54 Harris Corporation (pty) Karen Greene v. Harris Corporation	04cae	14-1601	4442	06/19/2014	

PACER Service Center User bc0180 Client orcat Description All Court Types Party Search Name harris corporation filed on or after 02/01/2012 All Courts Page: 1 You have previously been billed for this page. Pages 1 (\$0.00)	Receipt 02/22/2016 12:26:07 212502079
---	---------------------------------------

2/22/2016

PACER Case Locator - View



Browse Aloud

All Court Types Party Search

Mon Feb 22 12:26:07 2016

55 records found

User: bc0180

Client: orcat

Search: All Court Types Party Search Name harris corporation filed on or after 02/01/2012 All Courts Page: 2

Appellate Results

Party Name ▼	Court	Case	NOS	Date Filed	Date Closed
55 Harris Corporation (pty) Continental Insurance Company, et al v. USA	06cae	13-5599	2240	05/02/2013	12/18/2014

PACER Service Center

Receipt 02/22/2016 12:28:38

User bc0180

Client orcat

Description All Court Types Party Search

Name harris corporation filed on or after 02/01/2012 All Courts Page: 2

You have previously been billed for this page.

Pages 1 (\$0.00)



All Court Types Party Search
Mon Feb 22 12:39:50 2016
77 records found

Browse Aloud

User: bc0180

Client: orcat

Search: All Court Types Party Search Name motorola solutions filed on or after 02/01/2012 All Courts Page: 1

Bankruptcy Results

Party Name ▼	Court	Case	Ch	Date Filed	Date Closed	Disposition
1 Motorola Solutions Inc (dft) City of Detroit, Michigan and Motorola Solutions Inc	miebke	2:15-ap-05207		11/30/2015		
2 Motorola Solutions, Inc. (dft) Martino and Motorola Solutions, Inc.	linbke	1:13-ap-00819		06/07/2013	08/22/2013	Dismissed or Settled Without Entry of Judgment 08/21/2013

Civil Results

Party Name ▼	Court	Case	NOS	Date Filed	Date Closed
3 Motorola Solutions, Inc. (dft) EON Corp IP Holdings LLC v. Sensus USA Inc et al	candce	3:2012-cv-01011	830	03/01/2012	04/24/2014
4 Motorola Solutions, Inc. (cc) Rothschild Location Technologies LLC v. Motorola Solutions, Inc.	txedce	6:2015-cv-00244	830	03/20/2015	11/09/2015
5 Motorola Solutions Inc (dft) NovelPoint Security LLC v. Motorola Solutions, Inc.	txedce	2:2012-cv-00116	830	03/10/2012	08/02/2012
6 Motorola Solutions, Inc (dft) Cambridge Group Technologies, Ltd v. Motorola, Inc et al	ilndce	1:2012-cv-07945	820	10/03/2012	03/05/2013
7 Motorola Solutions, Inc. (dft) Micro Design LLC v. Motorola Solutions, Inc.	dedce	1:2015-cv-00747	830	08/27/2015	09/02/2015
8 MOTOROLA SOLUTIONS, INC. (dft) KOBYLANSKI v. MOTOROLA MOBILITY, INC.	pawdce	2:2013-cv-01181	190	08/16/2013	10/09/2014
9 Motorola Solutions, Inc. (dft) Mobile Scanning Technologies, LLC v. Motorola Solutions, Inc. et al	txedce	2:2012-cv-00270	830	05/04/2012	09/19/2012
10 Motorola Solutions, Inc. (dft) BIAX Corp. v. Motorola Solutions, Inc.	candce	3:2012-mc-80081		03/16/2012	02/26/2013
11 Motorola Solutions, Inc. (cd) Rothschild Location Technologies LLC v. Motorola Solutions, Inc.	txedce	6:2015-cv-00244	830	03/20/2015	11/09/2015
12 Motorola Solutions Inc (dft) Potter Voice Technologies LLC v. Apple Inc, et al	codce	1:2012-cv-01096	830	04/25/2012	
13 Motorola Solutions Inc. (dft) Innovative Wireless Solutions LLC v. Zebra Technologies Corporation	dedce	1:2013-cv-01864	830	11/06/2013	03/20/2015
14 Motorola Solutions, Inc. (pla) Motorola Solutions, Inc. v. Pick et al	nvdce	2:2015-cv-00236	290	02/10/2015	10/08/2015
15 Motorola Solutions Inc. (cd) Motorola Solutions Inc. v. Round Rock Research LLC	dedce	1:2012-cv-00309	830	03/14/2012	11/25/2013
16 Motorola Solutions, Inc. (cc) Softvault Systems, Inc v. Motorola Solutions, Inc.	candce	5:2013-cv-03073	830	07/02/2013	04/23/2014
17 Motorola Solutions, Inc. (cc) iOadapt, LLC v. Motorola Solutions, Inc.	txedce	2:2014-cv-00633	830	05/19/2014	10/30/2014
18 Motorola Solutions Inc. (pla) Motorola Solutions Inc. v. Round Rock Research LLC	dedce	1:2012-cv-00309	830	03/14/2012	11/25/2013
19 MOTOROLA SOLUTIONS, INC. (dft) SALEM v. MOTOROLA SOLUTIONS, INC. et al	dcdce	1:2012-cv-01535	375	09/13/2012	03/18/2014
20 Motorola Solutions, Inc. (dft) Mikula v. Motorola Solutions, Inc.	ohsdce	2:2015-cv-00167	790	01/20/2015	10/26/2015
21 Motorola Solutions, Inc. (dft) Swipe Innovations, LLC v. Elavon, Inc. et al	txedce	9:2012-cv-00040	830	03/07/2012	02/25/2013
22 Motorola Solutions Inc (dft) Sampo IP LLC v. E*TRADE Financial Corporate Services, Inc. et al	txedce	2:2013-cv-00374	830	05/03/2013	07/19/2013
23 Motorola Solutions, Inc (dft) Video Streaming Solutions LLC v. Motorola Solutions, Inc. et al	ilndce	1:2013-cv-03992	830	05/30/2013	01/23/2014
24 Motorola Solutions, Inc. (dft) Hernandez v. Motorola Solutions, Inc. et al	flsdce	0:2012-cv-60930	190	05/16/2012	05/06/2013
25 MOTOROLA SOLUTIONS, INC. (pla) CLEVERSAFE, INC. v. AMPLIDATA, INC.	pawdce	2:2012-mc-00323		09/05/2012	
26 Motorola Solutions, Inc. (dft) Swipe Innovations, LLC v. Motorola Solutions, Inc. et al	txedce	9:2012-cv-00151	830	09/11/2012	02/13/2013
27 Motorola Solutions, Inc. (dft) Ruiz v. Motorola Solutions, Inc. et al	flsdce	0:2013-cv-62666	110	12/09/2013	10/30/2014
28 Motorola Solutions, Inc. (cc) Swipe Innovations, LLC v. Elavon, Inc. et al	txedce	9:2012-cv-00040	830	03/07/2012	02/25/2013
29 Motorola Solutions, Inc. (dft) Camilion LLC v. Motorola Solutions, Inc.	txedce	2:2015-cv-01490	830	09/03/2015	12/03/2015
30 Motorola Solutions Inc (dft) Penovia LLC v. Motorola Solutions Inc	txedce	2:2014-cv-00227	830	03/13/2014	05/28/2014
31 Motorola Solutions, Inc. (dft) Gregory Krantz v. Motorola Solutions, Inc. et al	cacdce	2:2014-cv-08349	442	10/28/2014	12/16/2014
32 Motorola Solutions, Inc. (dft) Theodosakos v. Motorola Solutions, Inc.	flsdce	0:2013-cv-60375	791	02/15/2013	09/27/2013
33 Motorola Solutions, Inc. (dft)	txedce	2:2014-cv-00633	830	05/19/2014	10/30/2014

2/22/2016

PACER Case Locator - View

IODapt, LLC v. Motorola Solutions, Inc.						
34	Motorola Solutions Inc (dft)	wiedce	2:2013-cv-01361	190	12/03/2013	12/11/2013
King v. Brown et al						
35	Motorola Solutions Inc. (dft)	ilndce	1:2015-cv-08018	442	09/11/2015	
Wasni v. Motorola, Inc.						
36	Motorola Solutions, Inc. (dft)	cacdce	2:2015-cv-07335	890	09/18/2015	
Acumen Communications, Inc. et al v. City of Covina et al						
37	Motorola Solutions, Inc. (dft)	flsdce	1:2013-cv-22485	365	07/11/2013	07/23/2014
Gomez v. MetroPCS Florida, LLC et al						
38	Motorola Solutions, Inc. (dft)	txedce	6:2015-cv-00244	830	03/20/2015	11/09/2015
Rothschild Location Technologies LLC v. Motorola Solutions, Inc.						
39	Motorola Solutions Inc. (cc)	dedce	1:2013-cv-00921	830	05/22/2013	
Cirex Systems LLC v. Verizon Services Corp et al						
40	Motorola Solutions, Inc. (cc)	candce	3:2012-cv-01011	830	03/01/2012	04/24/2014
EON Corp IP Holdings LLC v. Sensus USA Inc et al						
41	Motorola Solutions, Inc. (dft)	flsdce	0:2015-cv-60059	710	01/13/2015	03/17/2015
Valencia v. Motorola Solutions, Inc.						
42	Motorola Solutions, Inc. (cc)	txedce	2:2012-cv-00270	830	05/04/2012	09/19/2012
Mobile Scanning Technologies, LLC v. Motorola Solutions, Inc. et al						
43	MOTOROLA SOLUTIONS (crd)	paedce	2:2014-cv-02026	368	04/02/2014	04/17/2014
DAMON et al v. CLEAVER-BROOKS, INC. et al						
44	Motorola Solutions Inc. (dft)	dedce	1:2013-cv-00904	830	05/20/2013	09/13/2013
Mobile Logistics LLC v Motorola Solutions Inc.						
45	Motorola Solutions Inc. (pla)	nysdce	1:2014-cv-00206	190	01/10/2014	
Motorola Solutions Inc. v. Xerox Business Services, L.L.C.						
46	Motorola Solutions, Inc. (dft)	nddce	3:2013-cv-00105	240	12/02/2013	01/04/2016
Starke v. Zaun et al						
47	Motorola Solutions, Inc. (condft)	txedce	2:2015-cv-01475	830	09/03/2015	12/03/2015
Camillion LLC v. Apple Inc.						
48	MOTOROLA SOLUTIONS (crc)	paedce	2:2014-cv-01954	365	04/02/2014	
DAMON et al v. AIREON MANUFACTURING CORP. et al						
49	Motorola Solutions Inc. (dft)	dedce	1:2012-cv-01149	830	09/17/2012	11/03/2014
ReefEdge Networks LLC v. Brocade Communications Systems Inc.						
50	Motorola Solutions Inc. (cc)	nysdce	1:2012-cv-02472	442	04/02/2012	03/26/2014
Lamberti v. Motorola Solutions Inc. et al						
51	Motorola Solutions, Inc. (dft)	candce	5:2013-cv-03073	830	07/02/2013	04/23/2014
Softvault Systems, Inc v. Motorola Solutions, Inc.						
52	Motorola Solutions, Inc. (dft)	moedce	4:2013-mc-00567	999	10/16/2013	10/17/2013
Eon Corporation IP Holdings, LLC v. Sprint Spectrum, L.P. et al						
53	MOTOROLA SOLUTIONS (dft)	paedce	2:2014-cv-01954	365	04/02/2014	
DAMON et al v. AIREON MANUFACTURING CORP. et al						
54	Motorola Solutions Inc. (dft)	dedce	1:2013-cv-00921	830	05/22/2013	
Cirex Systems LLC v. Verizon Services Corp et al						

PACER Service Center

Receipt 02/22/2016 12:39:51 212510644

User bc0180

Client orcat

Description All Court Types Party Search

Name motorola solutions filed on or after 02/01/2012 All Courts Page: 1

Pages 1 (\$0.10)



All Court Types Party Search
Mon Feb 22 12:39:50 2016
77 records found

User: bc0180

Client: orcat

Search: All Court Types Party Search Name motorola solutions filed on or after 02/01/2012 All Courts Page: 2

Civil Results

Party Name ▼	Court	Case	NOS	Date Filed	Date Closed
55 MOTOROLA SOLUTIONS (crd) DAMON et al v. AIREON MANUFACTURING CORP. et al	paedce	2:2014-cv-01954	365	04/02/2014	
56 Motorola Solutions Inc. (dft) Voice Integration Technologies LLC v. Motorola Solutions Inc., et al.	dedce	1:2013-cv-00057	830	01/04/2013	12/20/2013
57 Motorola Solutions Inc. (dft) Lamberti v. Motorola Solutions Inc. et al	nysdce	1:2012-cv-02472	442	04/02/2012	03/26/2014
58 Motorola Solutions, Inc. (dft) Drummond v. Motorola Solutions, Inc. et al	candce	3:2015-cv-03328	190	07/17/2015	
59 Motorola Solutions, Inc. (dft) Corr Wireless Communications, L.L.C. et al v. AT&T, Inc. et al	msndce	3:2012-cv-00036	410	04/02/2012	09/10/2013
60 Motorola Solutions, Inc. (condft) IODapt, LLC v. Netgear, Inc.	txedce	2:2014-cv-00196	830	03/07/2014	03/03/2015
61 MOTOROLA SOLUTIONS (dft) DAMON et al v. CLEAVER-BROOKS, INC. et al	paedce	2:2014-cv-02026	368	04/02/2014	04/17/2014
62 Motorola Solutions Inc. (dft) Memory Integrity LLC v. Motorola Solutions Inc.	dedce	1:2013-cv-01807	830	11/01/2013	
63 Motorola Solutions Incorporated (res) Tucson Airport Authority v. Goforth et al	azdce	4:2012-mc-00014	893	04/26/2012	12/17/2013
64 MOTOROLA SOLUTIONS, INC. (dft) SCEARCE et al v. 3M COMPANY et al	njdce	1:2012-cv-06676	368	10/19/2012	05/16/2013
65 Motorola Solutions, Inc (cc) Video Streaming Solutions LLC v. Motorola Solutions, Inc. et al	ilndce	1:2013-cv-03992	830	05/30/2013	01/23/2014
66 Motorola Solutions, Inc. (dft) Connery v. Motorola Mobility, Inc. et al	nysdce	1:2013-cv-06395	190	09/11/2013	02/26/2014
67 MOTOROLA SOLUTIONS (cd) DAMON et al v. AIREON MANUFACTURING CORP. et al	paedce	2:2014-cv-01954	365	04/02/2014	
68 Motorola Solutions Inc. (dft) Data Carriers LLC v. Motorola Mobility LLC	dedce	1:2012-cv-00340	830	03/16/2012	04/10/2013
69 Motorola Solutions Inc. (dft) Cox vs. Randazza, et al.,	nvdce	2:2013-cv-00297	470	02/24/2013	05/14/2014
70 Motorola Solutions, Inc. (dft) BIAX Corp. v. Motorola Solutions, Inc.	candce	3:2012-mc-80086		03/22/2012	02/26/2013
71 Motorola Solutions, Inc. (dft) Garland v. Motorola Solutions, Inc. et al	miedce	2:2013-cv-14852	442	11/25/2013	02/20/2014
72 Motorola Solutions, Inc. (concnc) IODapt, LLC v. Netgear, Inc.	txedce	2:2014-cv-00196	830	03/07/2014	03/03/2015
73 Motorola Solutions, Inc. f/k/a Motorola, Inc. (dft) Hernandez v. Motorola Solutions, Inc. f/k/a Motorola, Inc. et al	flsdce	0:2012-cv-60929	440	05/16/2012	05/16/2012

Appellate Results

Party Name ▼	Court	Case	NOS	Date Filed	Date Closed
74 Motorola Solutions, Inc. (pty) Lamberti v. Motorola Solutions, Inc.	02cae	14-1425	3442	04/29/2014	05/15/2015
75 Motorola Solutions, Inc. (pty) Memorylink Corp. v. Motorola Solutions, Inc.	cafc	14-1186	3830	12/30/2013	12/05/2014
76 Motorola Solutions, Inc. (pty) Eon Corp. IP Holdings LLC v. Cisco Systems, Inc.	cafc	14-1496	3830	05/23/2014	03/06/2015
77 Motorola Solutions, Inc. (pty) Mobile Scanning Technologies v. Motorola Solutions, Inc.	cafc	14-1720	1	08/14/2014	04/13/2015

PACER Service Center

Receipt 02/22/2016 12:40:08 212510835

User bc0180

Client orcat

Description All Court Types Party Search

Name motorola solutions filed on or after 02/01/2012 All Courts Page: 2

Pages 1 (\$0.10)

Exhibit B





Motorola Solutions, Inc.
8000 W Sunrise Blvd.
Plantation, FL 33322
USA

Telephone: +1 954-789-8817
Fax: +1 847-761-1919

September 26, 2016

Michael Mullen, CPPB
Purchasing Agent
Purchasing Division
115 S Andrews Ave, Room 212
Fort Lauderdale, FL 33301

Subject: Motorola Solutions, Inc.'s Response to the Purchasing Director Memorandum Draft and supporting memorandums- R1422515P1, Public Safety Radio Project 25 700MHz Communication System

Mr. Mullen:

Motorola Solutions, Inc. (Motorola) provides the following explanation to items noted in the Purchasing Director Memorandum Draft, Finance Division Memorandum and the Assistant County Attorney Memorandum produced in review of Motorola Solutions' response to R1422515P1, Public Safety Radio Project 25 700MHz Communication System.

As noted in the Finance Division Memorandum "A reportable condition is not necessarily indicative of a firm's inability to perform but may be one of many factors the Committee considers in its evaluation. The following reportable conditions are brought to the attention of the committee: Motorola Solutions, Inc. provided financial statements for the fiscal years ending December 31, 2015 and 2014. The balance sheet showed negative equity for 2015."

While Motorola Solutions has reported a deficit within stockholders' equity in the most recent annual report on Form 10-K as of December 31, 2015, the Company does not believe this "reportable condition" should be reflective of our capability to comply with the performance criteria as required under the RFP. Negative book equity should not be of concern with our balance sheet and statement of cash flows. MSI's debt is unsecured and has an investment grade rating. Essentially, our business and position in the market affords us the ability to sustain and pay debt obligations with our operating cash. Only companies with solid balance sheets are able to maintain an investment grade rating. Furthermore, the Company has expressed its views into our liquidity and capital resources required to maintain operations, as discussed on pages 35-40 within the Management Discussion & Analysis in our Form 10-K. Further, the company reported operating cash flows of \$1 billion during the year ended December 31, 2015, with our deficit position largely contributed to the share repurchase activities transacted through a Dutch tender offer in the market during Q3 2015 (see discussion on pages 37-38 of the Form 10-K for more information on the share repurchase). As you will note, we have not reported a going concern within the required disclosures in the Form 10-K or more recent Form 10-Q as of the three months ended July 2, 2016. Additionally, the fair value of our equity is evidenced by our market capitalization, which is currently almost \$13 billion. Lastly, our business is largely organically grown over a period of 90 years. Accordingly; assets such as our brand name and IP are not recognized as assets under US GAAP, and therefore distorts the book equity. Fair values, such as our publicly traded equity, are better indications of Motorola Solutions firm net worth. The



Motorola Solutions, Inc.
8000 W Sunrise Blvd.
Plantation, FL 33322
USA

Telephone: +1 954-789-8817
Fax: +1 847-761-1919

Company therefore does not believe the stockholders deficit should be an indication of the ability to comply with all requirements of performance under the RFP. Motorola Solutions' respectfully submits this explanation for Broward County's consideration.

As noted in the Assistant County Attorney Memorandum *"Motorola Solutions again did not disclose any cases as material. Our searches did not indicate any additional state court cases; 10 additional federal cases were filed since the PACER report included in our March 18, 2016 memo"*.

Motorola Solutions does not consider any of the noted cases as material and has included an explanation for each as noted below.

Motorola provides the following information for the additional legal matters identified by the County. Input was provided by Motorola's litigation department:

1. ComSerCo. This was a contract dispute between Motorola Solutions, Inc. and a Dealer. This case was voluntarily dismissed by plaintiff.
2. Al-Tamim. These involve a federal class action brought by several Palestinian, political activists related to Jewish West Bank settlements. Motions to dismiss are being filed by all individuals, which include wealthy U.S. Jewish citizens, Volvo, H/P, Re-Max, Motorola, Nordstrom's, etc.
3. Sherman. Involves a labor dispute regarding a constructive discharge action.
4. Bebee. Involves a personal injury lawsuit filed by family of a Houston firefighter who died in a fire three years ago when the building collapsed. Although the firefighters were using a Motorola radio system, the building collapsed within approximately 5 minutes of the firefighters entering the building.
5. Huguley. This was an ERISA suit that was dismissed with prejudice.
6. Kevique. Closed Patent troll case¹.
7. Al-Tamim. Same as item no. 2.
8. Floyd. An asbestos case brought by 70+ year old man who alleged exposure from working on old Motorola TVs and radios.
9. Venus: Closed patent troll case¹.
10. Pantaurus: Closed patent troll case¹.

As noted in the Purchasing Director Memorandum Draft *"The information provided below is intended to inform the Evaluation Committee regarding each proposer's acceptance of the County's*

¹ A **patent troll** is a person or company that attempts to enforce patent rights against accused an alleged infringer far beyond the patent's actual value. Patent trolls often do not manufacture products or supply services based upon the patents at issue.



Motorola Solutions, Inc.
8000 W Sunrise Blvd.
Plantation, FL 33322
USA

Telephone: +1 954-789-8817
Fax: +1 847-761-1919

standard terms and conditions as cited in the RFP solicitation document linked to Broward County Form (BCF) "Broward County P25 System and Services Master Agreement".

Name of Firm	Agree	Exceptions
Motorola Solutions, Inc.	No	See below**

***Article 1, Definitions; Article 3.1, Scope of Services; Section 3.1.2.2, Title of Work; Section 3.5 License; Section 3.9 Change of Scope Procedures; Section 3.9.3 Change Orders; Section 3.9.4; Section 3.9.6; Section 3.10; Section 4.6. Substantial Completion; Section 4.7.1 Damages for Failure to Achieve; Substantial Completion; Section 4.7.2 Operation and Maintenance of Sites During Construction; Section 4.7.3 Damages for Failure to Achieve; Timely Preliminary or Final Acceptance; Section 5.2.4.6 Payments; Section 6.1 Ownership and License Rights.; Section 6.4 Intellectual Property Warranty; Section 7.1 Software; Section 8.2 Ownership; Section 8.3 Custom Work Products; Section 9.1 Provider Confidential Information; Section 10.1 Indemnification; Section 10.3 Infringement Remedy; Section 11.3 Insurance; Section 11.5 Insurance; Section 11.7 Insurance; Section 14.2 Audit Right and Retention of Records; Exhibit B Proposed Payment Milestones; Exhibit B License Fees; Exhibit C System Support and Maintenance; Exhibit C Equipment Support and Maintenance Services; Exhibit C Response Times; Exhibit C Down Time of Maintenance Credit; Exhibit D Insurance.*

Motorola's clarifications as set forth in the County's required Exception Form are provided to protect Motorola's and its third party owner's proprietary rights, and to ensure its substantial compliance with the County's procurement and Motorola's business conduct requirements. The vast majority of the items noted are clarifications and not exceptions to the County's requirements. Historically, Motorola has been able to mutually negotiate these items which would not be available for discussion or negotiation with the County if they were not properly identified in the Exception Form prior to a vendor's submission.

Motorola Solutions is confident that the proposed clarifications will be acceptable to Broward County and represent mutually acceptable terms and conditions as previously negotiated with Broward County in similar contracts.

Regards,

A handwritten signature in blue ink, appearing to read 'Robert E. Marshall Jr.', with a stylized flourish at the end.

Robert E. Marshall Jr.
Vice President, Southeast Region
North America Government Markets

Exhibit C





OFFICE OF REGIONAL COMMUNICATIONS AND TECHNOLOGY
115 S. Andrews Ave., #325, Fort Lauderdale, Florida 33301 • 954-357-8570

RFP No. R1422515P1 Public Safety Radio APCO Project 25 700MHz Communications System **Vendor Demonstration Fact Finding Report**

Introduction

On September 30, 2016, the Evaluation Committee deemed Motorola Solutions Incorporated (MSI) to be both responsive and responsible for the Public Safety Radio APCO Project 25 700MHz Communications System, RFP R1422515P1. Motorola Solutions, Inc. was invited to demonstrate certain requirements related to the RFP scope of services. The demonstration was held on November 9, 2016 at: Motorola Solutions, Inc., 8000 W. Sunrise Blvd. Plantation, FL 33322 and on November 9 - 10 at Renaissance Fort Lauderdale Cruise Port Hotel, 1617 SE 17 Street, Ft. Lauderdale, FL 33316. The meeting was publicly noticed on the Broward County website and opened to the general public to attend.

Motorola Solutions requested four (4) hours at the Plantation site and twelve (12) hours at the Fort Lauderdale site to demonstrate the tasks included in the demonstration script including a question and answer period.

Demonstration Description

A technical review team (review team) composed of the following members conducted fact-finding of the demonstration: Michael B. Kane, MPA, Battalion Chief, Broward Sheriff Fire Rescue & Emergency Services Communications, Kevin Mitchell, Duty Officer, Broward County Regional Communications, Mike Moser, Division Chief, City of Coral Springs Fire Department, Robert Wehmeyer, Lieutenant, City of Coconut Creek Police Department, Michel Michel, Captain, City of Hallandale Police Department and Lygia Torres, Program Manager, Radio System, Broward County Office of Regional Communications and Technology (ORCAT). Each member of the technical review team was given a checklist to make comments and to indicate whether or not the requirements were demonstrated.

Also in attendance were the following: Michael Mullen, Purchasing Agent and Leahann Licata, Senior Purchasing Agent representing Broward County Purchasing Division, along with Jose De Zayas, E911 Communications Administrator – Radio Systems and Elio Crespo, Program Manager – Radio Systems both representing the Broward County ORCAT, and Nick Falgiatore, Technical Consultant, Mission Critical Partners, Inc.

The demonstrations covered 160 of the 160 required items in the script previously provided to the vendor.

Summary of Observations

The demonstrations were presented by various members of the proposer's project team. At both demonstration sites representatives were all from Motorola Solutions, Inc.

MSI's proposed solution is a Project 25 Phase II system operating primarily in the 700 MHz frequency band. MSI has proposed secondary communications systems for backup communications and interoperability purposes. Motorola has proposed Aviat as the microwave system subcontractor. Motorola Field Service Organization (FSO) has been identified as the local service provider for system maintenance.

A comprehensive demonstration script was developed to validate that the responding vendors could provide the solutions identified in their proposals in a manner compliant with the specifications. The demonstration script was organized according to the functionality of primary system components, which include: Project 25 Compliance, System Administration and Management Systems, System Master Controller, Simulcast Zone/Cell Controllers, ISSI/CSSI, Over-the-air Data Functions, Site Equipment, Dispatch Console System, Audio Logging System, Text Messaging, Console Controlled Telephone Interconnect, Law Enforcement Field Environment (subscriber audio quality), Fire Rescue Field Environment (subscriber audio quality), Microwave System Demonstration Requirements, Tower Requirements Shelter Requirements, and Site. In total 160 different demonstrations were required within the test script.

A demonstration matrix has been attached that summarizes the results of the review team members' checklists and notes from the demonstration meeting.

A portion of the demonstration script included audio intelligibility testing in various noisy environments encountered by public safety personnel in law enforcement and firefighting environments. MSI conducted each test two times. The comments provided by the technical review team are numbered 1 or 2 based on the test the comments pertain to. The first test was conducted with a portable radio without any accessories and with noise cancellation software enabled. The second test was conducted with a portable radio using a remote speaker microphone and with noise cancellation software enabled.

Conclusion

The main purpose of the demonstration was for the responsive and responsible vendor, Motorola Solutions, Inc. to have an opportunity to present their solution and its ability to perform as required by the RFP Scope of Work.

The demonstration requirements allowed the review team to evaluate each system capability with a response of "compliant" indicating the capability was demonstrated, "non-compliant" indicating the capability was not demonstrated, or "Document Provided" indicating the solution is capable of meeting the requirement, but not with the live system being utilized for the demonstration. One member of the review team found Motorola Solutions, Inc. "non-compliant" on four (4) of the demonstration requirements. Motorola Solutions, Inc. was given the opportunity to provide a supplemental document for each requirement they could not demonstrate in person, but is within the proposed system's capabilities. The letter attests to Motorola's ability to provide the stated capability, and provides a representative agency utilizing the specific feature. In some circumstances the review team entered a response of "complaint" in addition to "Document Provided", resulting in more than 6 responses on several line items.

The review team had the opportunity to provide comments to provide additional detail regarding each observed demonstration.

The demonstration requirements included a total of 160 capabilities to be evaluated. The demonstration requirements were categorized as follows:

- Project 25 Radio System Demonstration Requirements - Addendum 1
- Subscriber Audio Testing (To be video recorded by Broward County)
- Dispatch Console System Demonstration Requirements
- Microwave System Demonstration Requirements
- Tower Site Construction Demonstration Requirements

There were no demonstration requirements identified that resulted in any team members indicating a response of "non-compliant". A total of 42 demonstration requirements had at least one member indicate a response of "Document Provided". These demonstrations include item numbers 1, 2, 3, 4, 18, 29, 30, 46, 47, 59, 94, 102, 104, 119, 120, 126, 128, 137, 138, 139, 140, 414, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, and 161. Requirements numbered 1, 2, 3, and 4 pertain to Project 25 compliance documentation. Requirements numbered 18, 29, 30, 46, 47, and 94 pertain to interfaces from other manufactures, such as an Inter-RF Sub System Interface (ISS). Requirements numbered 59, 94, 102, 104, 119, 120, 126, and 128 could not be demonstrated using the demonstration system or would be available in a future release. Items 137 – 161 pertain to radio shelter components that will be customized for Broward County, and were thus not available on the facilities demonstrated by Motorola

Based on the responses of the review team, the Motorola Project 25 and Nokia microwave solution proposed by MSI is capable of providing 160 functionalities required in the demonstration requirements, which are intended to be representative of the RFP Scope of Work. There are forty-two requirements (1, 2, 3, 4, 18, 29, 30, 46, 47, 59, 94, 102, 104, 119, 120, 126, 128, 137, 138, 139, 140, 414, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, and 161) for which MSI has provided documentation indicating their ability to meet the requirements.

Exhibit D



12/28/2016

Motorola Solutions Mail - Presentations for Final Evaluation Committee Meeting, R1422515P1, Public Safety Radio



Judy Jean-Pierre <judy.jean-pierre@motorolasolutions.com>

Presentations for Final Evaluation Committee Meeting, R1422515P1, Public Safety Radio

1 message

Mullen, Michael <MMullen@broward.org>

Mon, Nov 21, 2016 at 5:13 PM

To: "Rodriguez, Lori" <lrodri13@harris.com>, Mitch Nowak <mitch@motorolasolutions.com>

Cc: "De Zayas, Jose" <JDEZAYAS@broward.org>, Nick Falgiatore <nickfalgiatore@mcp911.com>, Bonnie Maney <bonniemaney@mcp911.com>, "Vasquez, Jose" <jvasqu04@harris.com>, Judy Jean-Pierre <judy.jean-pierre@motorolasolutions.com>

Ms. Rodriguez and Mr. Nowak,

The Evaluation Committee met today to discuss the results of the demonstrations and the length of time for vendor presentations. The time for presentations will be 45 minutes with an unlimited time for the evaluation committee to ask questions. Please bring your firm's staff that can discuss Terms and Conditions exceptions (if any) as well as staff who is able to bind the company regarding any decisions. The new revised meeting time for the Wednesday, Nov. 30 Final Evaluation meeting is 1:00pm.

Please include the following items as requested by the Evaluation Committee in your presentation:

- How your firm's proposed system will interface with the Premier One CAD system.
- How your firm will perform a switchover/cutover from the County's existing system to your firm's proposed system.
- Please expound on the durability of your firm's equipment.
- Focus your presentation on how your firm will address pertinent and relevant needs and issues of the County and exclude any extraneous material.
- Explain in more detail your firm's proposed system for Broward County.
- How your firm's proposed system will perform in the County's environment, etc. as compared to other systems for other counties.
- Long term value to the County.
- Highlight features and functions of your firm's proposed system that will add value for the County compared to the County's existing system. Are there any features that the County will not be able to obtain? Are there any limitations?
- Please explain your firm's tower and shelter structures advantages and/or disadvantages.

Thanks,



12/28/2016

Motorola Solutions Mail - Presentations for Final Evaluation Committee Meeting, R1422515P1, Public Safety Radio

Michael Mullen, CPPB
Purchasing Agent
Purchasing Division
115 S Andrews Ave, Rm 212
Fort Lauderdale, FL 33301
954-357-6114
mmullen@broward.org



Customer Care is my priority. How am I doing? Please contact my Manager, Karen Walbridge at kwalbridge@broward.org with feedback.

Broward County provides electronic bidding services for our vendors through **BidSync**. Please register your company with **BidSync** in order to participate in future bidding opportunities, the free registration process will take less than five minutes. If you are already registered with **BidSync**, log in to **BidSync** to update your vendor profile to include Broward County as one of your agencies for solicitation notification.

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

Exhibit E



Evaluation Criteria – Addendum 1 R1422515P1 Public Safety Radio APCO Project 25 700MHz Communication System	
1. Ability of Professional Personnel: Total 10 Points	Max Points
<p>A) Describe the qualifications and relevant experience of the Project Manager and all key staff that are intended to be assigned to this project. Include resumes for the Project Manager and all key staff described. Include the qualifications and relevant experience of all subconsultants' key staff to be assigned to this project.</p> <p>Composition of the staff assigned to the proposed project, particularly the proposed Project Manager, Project Engineer, integration team, and any other proposed staff and their qualifications and experience with projects of similar and scope to the system being proposed in this RFP (Has the proposed staff managed/delivered projects of similar complexity? Do the individual team members have the required experience for their role in the project?)</p>	5
<p>B) Adequacy of the personnel of the vendor to accomplish the proposed scope of work in the required time. (Is the experience of the project management and project technical team in alignment with the proposed Broward County project?)</p>	5
2. Project Approach: Total 40 Points	
<p>A) Completed Compliance Matrix (Appendix A). (Does the vendor indicate compliance with the specifications? Do any clarifications materially alter the intent of the specifications?)</p>	10
<p>B) P25 System (Refer to specifications sections 2, 4, 6, 7, 8, 9, 10) - Does the vendor clearly identify their approach to the project? Have they clearly identified how the design will achieve the County's coverage and capacity requirements and performance guarantees? Have they identified how the system provides redundancies and eliminates single points of failure? Have they fully detailed the configuration and capabilities of their proposed dispatch console system? Have they provided a cutover strategy that reduces risk? Have they identified interoperability benefits of their system? Have they identified warranty, maintenance, and support programs? Have they provided a detailed project schedule? Have they provided a variety of mobile, portable, and control station radio options for user agencies that provide the desired functionality at various competitive price points? <u>The vendor's project approach will contribute to the assessment of the viability of the vendor's proposed price and should reflect the information requested in Appendix D - Pricing Workbook for Information Only.</u></p>	20
<p>C) Microwave System (Refer to specifications section 3) - Does the vendor clearly identify their approach to the microwave backhaul section? Have they clearly identified how the design will achieve the County's backhaul bandwidth and interface requirements? Have they provided a dual-loop configuration with path studies to validate the feasibility of each path? Have they identified how the system provides redundancies and eliminates single points of failure? Have they provided a cutover strategy that reduces risk? Have they identified warranty, maintenance, and support programs? Have they provided a detailed project schedule? <u>The vendor's project approach will contribute to the assessment of the viability of the vendor's proposed price and should reflect the information requested in Appendix D - Pricing Workbook for Information Only.</u></p>	5

<p>D) Facilities and Infrastructure (Refer to specifications section 5) - Does the vendor clearly identify their approach to the facilities and infrastructure development? Have they clearly identified how the site development schedule will align with the radio and microwave components? Have they considered implications for the existing sites, including shelter space, tower space, power, and HVAC to support both the old and new systems during cutover? Have they identified a strategy for retrofitting existing sites with the required DC power system? <u>The vendor's project approach will contribute to the assessment of the viability of the vendor's proposed price and should reflect the information requested in Appendix D - Pricing Workbook for Information Only.</u></p>	5
<p>3. Past Performance: Total 15 Points</p>	Max Points
<p>Describe prime Vendor's experience on projects of similar nature, scope and duration, along with evidence of satisfactory completion, both on time and within budget, for the past five years. Provide a minimum of three projects with references for P25 Phase II systems that include microwave and site development components.</p> <p>Vendor should provide references for similar work performed to show evidence of qualifications and previous experience. Refer to Vendor Reference Verification Form and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance.</p> <p>Past performance of the vendor including timely completion of projects, compliance with Scope of Work performed within budgetary constraints, and user satisfaction (Does the vendor demonstrate they have the ability to implement the system in compliance with the RFP within budget?)</p> <p>Were the provided references for projects of similar size and complexity to Broward County's RFP?</p>	15
<p>4. Workload of the Firm: Total 5 Points</p>	
<p>For the prime Vendor only, list all completed and active projects that Vendor has managed within the past five years. In addition, list all projected projects that Vendor will be working on in the near future. Projected projects will be defined as a project(s) that Vendor is awarded a contract but the Notice to Proceed has not been issued. Identify any projects that Vendor worked on concurrently. Describe Vendor's approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so, describe how Vendor dealt or will deal with the projects' challenges.</p>	5
<p>5. Location: Total 5 Points</p>	
<p>Refer to Location Attestation Form (Evaluation Criteria) and submit as instructed.</p>	5
<p>6. Pricing: Total 25 Points</p>	
<p>The Item Response Form must reflect equipment and services as defined in Scope of Services, Exhibit "A", as instructed on the Item Response Form, directly into BidSync.</p> <p>Points awarded for price will be based on by applying the following formula: (Lowest Proposed Price/Vendor's Price) x (Maximum Number of Points for Price) = Price Score</p>	25
	100