SUBJECT: CECIL FIELD AUDIO VIDEO SYSTEM

BID #: ESC-0471-19 **OPEN DATE: 2019-05-15**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – FROM DATE OF AWARD THROUGH THE COMPLETION OF PROJECT

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: HIGHEST SCORING RESPONSIVE, RESPONSIBLE BIDDER BASED ON THE EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 22 **NUMBER RECEIVED:** 0 **OTHER:** 3

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to the highest scoring responsive, responsible bidder AUDIO FIDELITY COMMUNICATIONS CORP. DBA WHITLOCK in the amount of $146,760.22 for Cecil Field Audio Video System. Period of service from date of award though the completion of project.

Funding to be encumbered by account FRCP32EFS-PW0837-01-69505, to be executed by Formal Contract through the Office of General Counsel.

Attachments: Recommendation Memo, Bid Tabulation Sheet, Scoring Matrix, Scope of Work

Analyst: _____
RUBEN OLA

RESPECTFULLY SUBMITTED: _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies Division

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

05/22/19 16:43:48
Procurement Division

DATE: May 22, 2019

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth E. Lathrop, Chief of Information Technologies / CIO Gary Steffens

FROM: Elizabeth Brown, IT Operations Manager Elizabeth Brown

RE: **ESC-0471-19 – Cecil Field Audio Video System (CSPEC)**

The Information Technologies Division (ITD), in conjunction with the Jacksonville Sheriff's Office and Fire and Rescue Department (JSO & JFRD), submitted an RFP for Cecil Field Backup Emergency Public Safety Answering Point (PSAP), Audio Video System, Bid # ESC-0471-19.

The Cecil PSAP requires the audio video system to accommodate Public Safety needs for up to the minute broadcast updates and presentations to call takers and support personnel.

The evaluation description criteria and maximum points for each category are provided in the evaluation matrix. The total maximum points a vendor can score is 100. The equipment and services will be awarded based on the evaluation criteria and will require a formal contract through the Office of General Counsel.

ITD Management recommends awarding to Whitlock as the highest ranking, responsive, responsible bidder based on points received, criteria, and price in the amount of $146,760.22. The term of the agreement will commence upon execution of the Contract and will continue until the project has been completed and accepted by the ITD Project Manager and CIO (or designee).

Vendor	Overall Score
Whitlock	**97**
CCS Presentation Systems	~~77~~ 70
Audiovisual Innocations, Inc.	81

FUNDING SOURCE: FRCP32EFS – PW0837 – 01 - 069505

Your favorable consideration of this request is appreciated.

Attachments: Evaluator Score Sheets
Scoring Matrix Summary
Bid Tabulation Sheet

CC: Gary Steffens, Enterprise Architect Manager, ITD
John Proctor, IT Finance Manager, ITD
Pieter Jansen, Senior Project Manager, ITD
Alexander Ciprian, IT Contract Administrator, ITD
April Mitchell, Administration & Finance Manager, JFRD

BID TABULATION SHEET

TITLE: CECIL FIELD AUDIO VIDEO SYSTEM

BID NO: ESC-0471-19

OPEN DATE: 05/15/2019

PURCHASING ANALYST: RUBEN OLA

NO. INVITED: (22) No. Received: (3) No Bids: ( )

RECORDED BY: J. HERNANDEZ

			CCS PRESENTATION SYSTEMS	WHITLOCK	AUDIOVISUAL INNOVATIONS INC.
		LUMP SUM PRICE	$209,008.00	$146,760.22	$197,368.38
		NOTES:			
ITEM NO.	DESCRIPTION	POINTS			
1	Form 1 –LUMP SUM PRICE/PRICE SHEET (The contractor submitting the lowest cost to the City shall receive the maximum number of points for cost, 60 points. Each sub-sequentially higher cost shall be divided into the lowest cost received and the products score % will be multiplied by the maximum points available to render the points.) Score = (Lowest Bid/The Bid) X 60)	60	44.00	60.00	47.00
2	Installation References - Form 4 (more Public Sector Audio Video integrations receive a higher score)	10	7.00	9.00	9.00
3	Project Plan, SOW and Timeline Meet the Requirements (see Section 4.3.6)	20	11.00	18.00	16.00
4	Project Resource Resume & Qualifications (see Section 1.4, Item 1c)	10	8.00	10.00	10.00
	Total Points	100	70.00	97.00	81.00
	Minimum Requirements:				
	Business/Corporate References:		✓	✓	✓
	Insurance Agent Acknowledgement Form:		✓	✓	✓
	Conflict of Interest:		✓	✓	✓
	Addendums (1,2,3):		✓	✓	

SCORING MATRIX ESC-0471-19

CECIL FIELD AUDIO VIDEO SYSTEM

Total Points	60 Points	10 Points	20 Points	10 Points	OVERALL	Rank
Criteria	Form 1 –LUMP SUM PRICE/PRICE SHEET (The contractor submitting the lowest cost to the City shall receive the maximum number of points for cost, 60 points. Each sub-sequentially higher cost shall be divided into the lowest cost received and the products score % will be multiplied by the maximum points available to render the points.) Score = (Lowest Bid/The Bid) X 60)	Installation References - Form 4 (more Public Sector Audio Video integrations receive a higher score)	Project Plan, SOW & Timeline Meet the Requirements (see Section 4.3.6)	Project Resource Resume & Qualifications (see Section 1.4, Item 1c)	Total Points (100)	
CCS PRESENTATION SYSTEMS						
Reviewer 1	45	9	17	10		
Reviewer 2	42	3	10	5		
Reviewer 3	45	8	5	10		
Average	44	7	11	8	70	3
WHITLOCK						
Reviewer 1	60	9	19	10		
Reviewer 2	60	9	15	10		
Reviewer 3	60	8	20	10		
Average	60	9	18	10	**97**	**1**
AUDIOVISUAL INNOVATIONS INC.						
Reviewer 1	48	9	17	9		
Reviewer 2	44	9	20	10		
Reviewer 3	48	10	10	10		
Average	47	9	16	10	81	2.00

Section 4

Description of Services and Deliverables

4.1. Background

The Information Technologies Division (ITD) of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s) / service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm, its ability to provide these items, and to obtain pricing commitments for the purchase of Professional/Technical Services to install new Audio Visual (AV) Equipment System in the new Cecil Field facility with installation of new equipment facilitating the broadcast of customizable content.

4.2. Scope of Services

The services sought under this RFP are generally described as follows: Information Technologies Division (ITD) of the City of Jacksonville, Florida is requesting proposals to install new Audio Visual (AV) Equipment System in the new Cecil Field facility with installation of new equipment that facilitates the broadcast of customizable content.

4.3. Statement of Work (SOW)-Requirements.

Contractor shall provide all labor (inclusive of project management fees), materials, equipment, software, hardware, hardware installation, custom plenum cable, custom connectors, custom installation hardware, custom programming, tools of trade, supervision and transportation as per statement of work, plans and drawings.

1. Contractor must provide a separate project plan and statement of work (SOW) with associated timelines for each item in Statement of Work (SOW) Requirements. The complete project must be ready for final testing by a date that shall be mutually agreed upon after award; vendor must be on-site to monitor systems during the live facility activity.
2. Contractor must provide a document showing Project Manager contact information for the duration of the project.
3. A documented Solution Warranty of 12 months will be activated on Go-Live date.
4. Evidence to be provided by the contractor that the Audio and Video systems and applications will be supported for a minimum of 5 years.
5. 911 BACKUP FACILITY CALL CENTER will be in-service 24 hours a day starting July 2019. Non-customer impacting work can be performed and completed prior to in-service date. Customer impacting work will need to be scheduled and approved as per our Jacksonville Information Technologies Division (ITD) - Change Management process.
6. Project plan and time-line: Hardware, software and equipment must be on-site and ready to be installed and configured to begin on a date to be mutually agreed upon after award, then proceed with installation throughout a date to be mutually agreed upon after award (Completion).

Call Center Room:

Vendor shall install part of the AV system equipment in Call Center Room (room 109). The AV system shall have ten (10) 86-inch commercial display monitors. The system shall be able to be controlled via two (2) Touch-Screens (15.6-inch display) in the Call Center room, located at the JSO and JFRD command stations, to control display output to the Call Center Room commercial displays. The Call Center Room Touch-Screens shall be able to control and be able to receive/display video. The AV system shall be able to receive input from ten (10) computer generated signal, two (2) Wi-Fi connected devices and four cable tuners (not part of RFP) to be managed via the Touch-Screens located in the Call Center Room. **Reference EXHIBIT A Figure A-1 (CALL CENTER ROOM)**

Multipurpose Room:

Vendor shall install part of the AV system equipment in Multipurpose Room (room 112). The AV system shall have two (2) 86-inch commercial display monitors and a commercial projector (HD DLP 3500 Lumen)/fabric-display. The audio system shall have four (4) ceiling mounted speakers that receive its input from three (3) inputs, Projector and the two (2) display monitors. The system shall be able to be controlled via one (1) Touch-Screen (7-inch display) located in the Multipurpose Room. **Reference EXHIBIT A Figure A-2 (MULTI-PURPOSE ROOM)**

Break Room:
Vendor shall install part of the AV system equipment in Break Room (room 111). The AV system shall have one (1) 55-inch commercial display that will receive input from one (1) cable tuners (not part of RFP). **Reference EXHIBIT A Figure A-3 (BREAK ROOM)**

Server Room:
Vendor shall install SERVER ROOM equipment in City Of Jacksonville provided equipment racks located in the SERVER ROOM, room number 104, 5847 AVIATION AVENUE, JACKSONVILLE, FLORIDA, 32221. Reference EXHIBIT A Figure A-4 (SERVER ROOM)

Bid Requirements:

a) Non-network rack equipment shall be installed by vendor in existing/provided **SERVER ROOM ITD RACK SR2-CABINET 6.**
b) Network rack equipment (network switches) shall be installed by vendor in existing/provided **SERVER ROOM ITD RACK NR1-RACK 3.**
c) **Use the following table provided part numbers as a reference to equivalent COJ approved vendor equipment:**

Part Number	Description	Qty	Notes/Location
Projector/Display and Accessories:			
C861Q	NEC 86" Ultra High Definition Commercial Display	**12**	10 - Call Center 2 - Multipurpose Room
XTM1U	Chief X-Large Fusion Micro-Adjustable Tilt Wall Mount	**12**	10 - Call Center 2 - Multipurpose Room
55F1600	Hisense 55" Class Full HD Commercial TV	**1**	Break Room
MTM1U	Chief Medium Fusion Micro-Adjustable Tilt Wall Mount	**1**	Break Room
FCA800	Chief Fusion 8" Above/Below Shelf for Large Displays	**1**	Break Room
PX747-4K	ViewSonic 4K Ultra HD DLP 3500 Lumen Projector	**1**	Multipurpose Room (North Wall)
SYS474UW	Chief Suspended Ceiling Projector System w/ Storage - White	**1**	Multipurpose Room (North Wall)
21796LSI	DaLite Tensioned Advantage Electrol - 58" x 104" (119" diag) HD Progressive 1.1 Fabric with Projector Interface	**1**	Multipurpose Room (North Wall)
Video:			
M720Q	LENOVO	**11**	10 – SERVER ROOM RACK (SR2-CABINET 6) 1 – Multi Purpose Room
R9861520NA	Barcos CSE-200 Wireless Presenter, incl CS-200 Base, Tray, 2 Buttons	**3**	2 – SERVER ROOM RACK (SR2-CABINET 6) 1 – Multipurpose Room
DM-NVX-350	Crestron DigitalMedia 4K60 4:4:4 HDR Network AV Encoder/Decoder	**13**	10 – Call Center (BEHIND TV) 3 – Multipurpose Room * *BEHIND TV/wall boxes (Call Center) and Projector; POE powered
DM-NVX-350C	Crestron DigitalMedia 4K60 4:4:4 HDR Network AV Encoder/Decoder Card	**2**	SERVER ROOM RACK (SR2-CABINET 6) DMF-CI-8-1 (1) DMF-CI-8-2 (1) 2 – Touch-Screens Call Center Room
DMF-CI-8	Crestron DigitalMedia Card Chassis for DM-NVX-C & DMCF, 8 Slots	**4**	SERVER ROOM RACK (SR2-CABINET 6)
DM-NVX-E30	DigitalMedia 4K60 4:4:4 HDR Network AV Encoder	**2**	Multipurpose Room* 1– PC 1 – Barco * POE powered
DM-NVX-E30C	DigitalMedia 4K60 4:4:4 HDR Network AV Encoder Card	**26**	SERVER ROOM RACK (SR2-CABINET 6) DMF-CI-8-1 (6) DMF-CI-8-2 (6)

Part Number	Description	Qty	Notes/Location
			DMF-CI-8-3 (6) DMF-CI-8-4 (8) 10 – PCs 4 – Tuners 2 – Barcos 10 – Multiwindow Processors
DM-TX-4K-202-C	Crestron 4K DigitalMedia 8G+ Transmitter 202	**2**	SERVER ROOM RACK (SR2-CABINET 6) 2 - Touch-Screens Call Center Room
HD-WP-4K-401-C	Crestron 4K Multi-Window Video Processor with HDBaseT & HDMI Outputs	**2**	SERVER ROOM RACK (SR2-CABINET 6)
Audio:			
AMP-HD2SIC64	OWI Three Source, Integratable, 6" Amplified, In Ceiling Speakers - Four Speaker Package	**1**	Multipurpose Room (ceiling)
Control:			
TSW-760-B-S	Crestron 7" Touch Screen - Black	**1**	Multipurpose Room
TS-1542-TILT-B-S	Crestron 15.6" HD Touch Screen, Tabletop Tilt, Black	**2**	Call Center (JSO/JFRD lead desks)
PWE-4803RU	Crestron PoE Injector	**1**	SERVER ROOM RACK (SR2-CABINET 6) * POE to Multipurpose Room/Touch-Screen
CP3N	Crestron 3-Series Control System	**1**	SERVER ROOM RACK (SR2-CABINET 6)
DM-XIO-DIR-80	Crestron DigitalMedia XiO Director – Virtual Switching Appliance for 80 Endpoints	**1**	SERVER ROOM RACK (SR2-CABINET 6)
DM-PSU-ULTRA-MIDSPAN	Crestron DigitalMedia Ultra Midspan PoDM++ Injector	**2**	SERVER ROOM RACK (SR2-CABINET 6) POE to Call Center Room/Touch-Screens
PD-9524G	Microsemi 24-port Managed Gigabit Midspan Power Injector	**1**	SERVER ROOM RACK (NR1-RACK 3) * *POE to Call Center Room
16701	Extreme X460-G2-24t-10GE4-Base-Unit	**1**	SERVER ROOM RACK (NR1-RACK 3)
16702	Extreme X460-G2-48t-10GE4-Base-Unit	**1**	SERVER ROOM RACK (NR1-RACK 3)
16710	Extreme X460-G2 VIM-2q (Module)	**2**	SERVER ROOM RACK (NR1-RACK 3) 1 – 16701 1 – 16702
10943	Extreme 300W AC PSU FB (Module)	**2**	SERVER ROOM RACK (NR1-RACK 3) 1 – 16701 1 – 16702
10946	Extreme X460-G2 Fan Module FB (Module)	**2**	SERVER ROOM RACK (NR1-RACK 3) 1 – 16701 1 – 16702
10311	Extreme QSFP+ passive copper cable, 0.5M	**2**	SERVER ROOM RACK (NR1-RACK 3) 1 – 16701 1 – 16702

4.4. Delivery

Vendor shall store and stage equipment which shall be delivered to the customer location as the project phases require equipment inventory, delivery and installation on location: 5847 AVIATION AVENUE, JACKSONVILLE, FLORIDA, 32221. Contacts: Information Technologies Division (ITD) Gary Steffens, Enterprise Architect Manager garys@coj.net (w) 904-860-2499, ITD Robert Gray, Infrastructure Manager grayr@coj.net, (w) 904-255-8065, ITD Pieter Jansen Sr. Project Manager pjansen@coj.net (w) 904-255-8099

If applicable, a packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered and shipped, unit prices, and unit of measure.

Attachment A – Response Format

To maintain comparability and facilitate the evaluation process, Responses shall be organized in the manner set forth below. Tab delineations for each of the five sections would be helpful.

1) **Title Page:** Include RFP Title, RFP Number, Contractor's full name, address, phone number.

2) **Cover Letter:** Include the following:

   - Date of Letter.
   - RFP Title and Number.
   - Contractor's full name, address and phone number.
   - Names of the persons who will be authorized to make representations for the Contractor, their titles, addresses (including email address) and telephone numbers.
   - Contractor's Federal Employer ID Number.
   - Acknowledgement that (i) the Response is based on the terms set forth in the RFP and all amendments thereto posted on Buyer's website as of the date of the Response, and (ii) the Contractor will be responsible for monitoring Buyer's website for subsequent amendments and for either maintaining, amending or withdrawing the Response prior to the Response Due Date based on those subsequent amendments.
   - Signature of Authorized Representative.

3) **Required Forms.** Attach all forms identified in Section 1 or in Attachments C or F, each signed by an authorized representative. Examples of the forms that may be required include:

   - Price Sheet. (Form 1)
   - Conflict of Interest Certificate. (Form 2)
   - Insurance Agent Acknowledgment. (Form 3)
   - Business References. (Form 4)
   - Equal Business Opportunity Program Forms (if required, in Attachment C).
   - Federal Forms (if required, in Exhibit A and B).
   - Proposal Bond (if applicable).

4) **Proof of Minimum Requirements.** Responses will ONLY be accepted from companies meeting the minimum requirements in Section 1.4 of the RFP. Contractor must provide clear documentation on Company letterhead with a maximum of 2 pages of how the minimum requirements will be met.

5) **Statement of Qualifications.** This portion of the Response will be used to provide the information Buyer needs to evaluate how well the Contractor meets the criteria listed in Attachment B – Evaluation Criteria. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Response as non-responsive. Please divide this portion of the Response into subsections that correspond to each of the listed criteria.

Attachment B– Evaluation Criteria

The evaluations shall be based upon the following criteria, and Contractors are requested to provide, as a minimum, the information listed under each criterion. Failure to provide adequate information on any criterion shall result in lower scores and could result in rejection of the proposal as non-responsive. The response to each of the criterion shall be evaluated relative to the other responses received and the contract shall be awarded to the highest scoring, responsive, responsible Contractor for the Evaluation Criteria. Contractors are encouraged to arrange their responses in a format that shall offer ready review and evaluation of each criterion. Please note that **100** points is the maximum total.

MAXIMUM POINTS	EVALUATION CRITERIA
60	Form 1 –LUMP SUM PRICE/PRICE SHEET (lowest price receives a higher score) (The contractor submitting the lowest cost to the City shall receive the maximum number of points for cost, 60 points. Each sub-sequentially higher cost shall be divided into the lowest cost received and the products score % will be multiplied by the maximum points available to render the points.) Score = (Lowest Bid/The Bid) X 60)
10	Installation References - Form 4 (more Public Sector Audio Video integrations receive a higher score)
20	Project Plan, SOW and Timeline to meet the requirements (see Section 4.3.6)
10	Project Resource Resume and Qualifications (see Section 1.4, Item 1c)

Attachment C – Equal Business Opportunity Program Requirements

Encouragement Plan

It is an official policy of the City of Jacksonville to encourage the maximum participation of **Jacksonville Small Emerging Business (JSEB)** in its contract awards based upon availability.

This project has been designated to be under the Equal Business Opportunity Program and has been selected to utilize the following method for achieving JSEB utilization and goals under the Equal Business Opportunity Program: **The Encouragement Plan.**

Under the encouragement plan, vendors are required to make all efforts reasonably necessary to ensure that City certified JSEB have a full and fair opportunity to compete for performance on this project.

Bidders/Suppliers/Consultants or any entity doing business with the City shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

Please use the attached form (Schedule of Participation) to submit JSEB Participation on this Bid. You may contact the City's Equal Business Opportunity Office for a copy of the JSEB directory or visit our web site at www.JSEB.coj.net.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

2.5 Evaluation of Responses.

A. Buyer will determine the qualifications, interest and availability of Contractors by reviewing all Responses and, when deemed necessary in the sole discretion of Buyer, by conducting formal interviews of selected Contractors.

B. Before making an award, Buyer reserves the right to seek clarifications, revisions, and information it deems necessary for the proper evaluation of Responses. Failure to provide any requested clarifications, revisions or information may result in rejection of the Response.

C. Buyer reserves the right to accept or reject any and all Responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if Buyer determines that doing so will serve Buyer's best interests. Buyer may reject any Response not submitted in the manner specified by the RFP.

2.6 Award of Contract

A. The process for contract award is set forth in Jacksonville Ordinance Code Sections 126.204. Generally, Buyer will award the Contract to the responsible and responsive proposer whose Response is determined in writing to be the most advantageous to the City of Jacksonville, based solely on the relative importance assigned to price and of the criteria set forth in Attachment B. The award may be contingent on the outcome of direct negotiations under Section 126.201(d)(4) and 126.201(n), *Ordinance Code.* If an agreement cannot be reached with the highest ranked Contractor, Buyer reserves the right to make an award to the next highest ranked Contractor or subsequent Contractor(s) until an agreement is reached.

B. Buyer may make an award within sixty (60) days after the date of the Responses are due, during which period the Responses shall remain firm and shall not be withdrawn. Any Response that expresses a shorter duration may, in Buyer's sole discretion, be accepted or rejected. If award is not made within sixty (60) days, the Response shall remain firm until either the Contract is awarded, or Buyer receives from Contractor written notice that the Response is withdrawn. [Note: Withdrawal of a Response may be requested within 72 hours (excluding State holidays, Saturdays and Sundays) after the date and time Responses are due. Buyer will not accept an amended Response after the date and time Responses are due.]

C. Except as may otherwise be expressly set forth in the RFP, Buyer intends to award one contract, but reserves the right to enter into a contract with multiple Contractors or to reject all Responses.

D. Based on the evaluation results, Buyer shall electronically post a notice of intended award at Buyer's website. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Any person who is adversely affected by the decision shall file with Buyer a notice of protest in accordance with the Protest provisions of the RFP. Buyer does not intend to provide tabulations or notices of award by telephone.

2.7 Terms of Agreement. After award to the successful Contractor, Buyer and Contractor will promptly enter into a written agreement (the "Contract") incorporating the terms of the RFP, the successful Response, and other terms and conditions as may be agreed to between the parties. To the extent the Response contains exceptions to or modifications of the RFP, such exceptions or modifications are stricken unless Buyer affirmatively accepts the exceptions or modifications in the Contract. The Contract will be substantially in the form set forth in an attachment to the RFP. Buyer will not be obligated to pay Contractor for the RFP services until the Contract is signed by both parties. Buyer retains the right to reject all bids and/or amend its notice of award at any time prior to the full execution of the Contract.

If the successful Contractor fails to perform the Services as agreed, Buyer reserves the right to (i) issue a new solicitation for the Services; (ii) reopen the RFP for the purpose of awarding a second contract to another Contractor in accordance with the criteria and processes set forth herein; and/or (iii) take such other actions permitted by law.