ONE CITY. ONE JACKSONVILLE

MEMORANDUM

TO: General Government Awards Committee

FROM: Gregory Pease, Chief of Procurement

DATE: **July 12, 2017**

SUBJECT: **PROTEST – Bid No.: XF-0502-17**
Title: RUGGED LAPTOPS (RE-BID)

The attached bid protest filed by **LUMBEE GROUP** is presented for action by the General Government Awards Committee, on Thursday, **7/20/2017** at 1:00pm.

The General Government Awards Committee action is as follows:

UPHELD:	**DENIED:**
Dir. Adm. & Finance or Designee	Dir. Adm. & Finance or Designee
General Counsel or Designee	General Counsel or Designee
Director of Public Works or Designee	Director of Public Works or Designee

ACTION OF AWARDING AUTHORITY

Date _____

Approved _____ **Disapproved** _____

Signature of Authentication _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

July 11, 2017

VIA EMAIL AND MAIL

Johnny Helms, President
Lumbee Group
6440 South Point Pkwy, Suite 300
Jacksonville FL 32216

Re: Protest, Rugged Laptops (Rebid)
Bid # XF-0502-17

Dear Mr. Helms:

I am in receipt of your protest letter filed on behalf of your company Lumbee Group dated June 30, 2017, for the above referenced Bid.

We request that you and/or a representative of your firm appear before the General Government Awards Committee (GGAC) on Thursday, July 20, 2017 at 1:00 p.m. on the 8th floor of the Ed Ball Building, 214 N Hogan Street, Conference Room 851 to present arguments limited to and in support of the issues in your letter.

Furthermore, by copy of this letter, I will formally request that all other firms having standing in this matter have a representative appear before the GGAC on the above mentioned date and time, if they desire to be heard in this matter.

If you have any questions, comments or concerns, please do not hesitate to call.

Sincerely,

for Gregory Pease
Chief, Procurement Division

cc: Dustin Freeman, Manager of Purchasing
Jeff Close, OGC
George Chakhtoura, IT, Crime Analysis and Fusion Center Senior Executive, JSO
Steven Burakowski, Procurement Analyst
Bid File

Notice of Protest

Attention:

Chief of Procurement Division: Gregory Pease

Procurement Analyst: Steven Burakowski

Notice to Protest according to code 126.106(e):

Lumbee Group would like to protest:

Bid Number XF-0502-17

Name of Bid: Rugged Laptops

Lumbee Groups Bid was rejected due to the following.

1. The Lumbee Group included the following clause: Bid is based on exact quantities of Scope provided. Any deviation in quantities will result in a deduct or additional cost.
   City Response: "Quantities indicated reflect the estimates quantities to be purchased and are subject to fluctuation in accordance with actual requirements. The City reserves the right to purchase more than the estimated quantities listed or not to make any purchase against this bid if so deems necessary.
   Lumbee Group Response: We are flexible in the fluctuation of City of Jacksonville's ordering process. We have agreed in the sum of this contract to the amount you will order for the 4-year term. We also signed the form that stated we will obey and agree to payment terms by all of the City of Jacksonville's Terms in the RFP proposal quote. Meaning that if there were any fluctuations then we would abide by the contract terms as agreed. Although our bid included the outlined 1250 devices over the 4-year term,

our terms included in our bid that there may or may not be a deviation. Quantities indicated reflect the estimated quantities to be purchased and are subject to fluctuation in accordance with bid requirements. The city reserves the right to purchase more than the estimated quantities listed or not make any purchase against this bid if it deems so necessary.

2. The Lumbee Group included the following clause: "Prices are reflected of Rugged Laptop Computers remain in effect for 30 days from this submittal. There may/ or may not be a deviation in costs as a result of longer time periods and will be submitted as a price escalation.

   Response from City: Term of agreement is 4 years from date of award.

   Lumbee Group Response: Lumbee Group again signed the agreement for the 4year terms and agreed to a set price as per the inclusive cost of each laptop computer and we had agreed to all of City of Jacksonville's terms even if there are fluctuations.

3. The Lumbee Group refers to a pre-imaged custom software.

   City Response: The re-bid removed the specifications for a custom software image.

   Lumbee Group response: Although the COJ removed this from the re-bid, Lumbee Group can offer this as an additional service or fee to software imaging. We did not include this as a cost in the bid.

4. The bid requires the laptop run Windows 7 Professional 64 -bit.

   City Response: The Durabook offering cannot be imaged with a standard Windows 7 image. The laptop goes into a boot-loop and requires a technician to perform a manual intervention to allow the machine to complete the imaging process. Our technicians have completed a thorough investigation of the options in the machines settings, but no combination allows for the proper install to complete.

   Lumbee Group Response: The bid proposal did not outline or even specify that the Windows 7 Image had to be uploaded without IT interference. The Durabook laptop can be imaged with Windows 7 Pro 64 bit and can demonstrate this fact. The interference being referred to was recreated by Gammatech engineers in Fremont, CA and

subsequently suggested a fix which proved successful in their testing. Instructions can be resent to the appropriate contacts.

5. The Durabook Warranty states: "The Warranty does not apply" to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports unless failure has occurred due to defect in materials or workmanship. To defects caused by normal wear and tear or otherwise due to normal aging of the product, including but not limited to, carry case, shoulder or hand strap, screen protection films."

   City Response: Bid specifically request that the warranty include: "Accidental Damage Service 5 year. This warranty covers the repair or replacement of a laptop as necessary to correct any damage to the laptop which occurs during the usual and customary usage of the laptop and is caused by either accidental damage from handling (including drops and spills) or electrical surge.

   Lumbee response: The warranty we outlined provides damage coverage for accidental damage for the repair or replacement of a laptop to correct any damage to the laptop caused by accidental handling or electrical surges. The two warranty statements are differentiated by the intent of application for warranty coverage. By design and testing the SA14r2 is built to operate and withstand damage in harsh environments. Gammatech's intent is to cover normal wear and tear on the SA14r2 units including doors and port covers, when that normal wear and tear damage prohibits the usage of the device in the intended environment. In comparison the wording of warranty provided in the RFP states "repair or replacement"...."as necessary" which is arbitrary language. The Durabook warranty coverage is inclusive and intends to fully comply as required by the bid.

ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

June 30, 2017

6440 South Point Pkwy, Suite 300
Jacksonville FL 32216

NOTIFICATION OF FORMAL BID REJECTION

BIDDERS' NAME: Lumbee Group

BID NUMBER: XF-0502-17

NAME OF BID: Rugged Laptops

DATE OPENED: June 21, 2017

REASON FOR REJECTION:

The agency has recommended rejecting your bid for not meeting bid specifications for various reasons listed on the recommendation letter.

IF YOU WISH TO PROTEST THE RECOMMENDED REJECTION OF THIS BID, PLEASE RESPOND IN ACCORDANCE WITH THE CITY OF JACKSONVILLE BID PROTEST PROCEDURES. DIRECT ALL PROTEST TO THE RESPECTIVE ANALYST/BUYER, AT SBURAKOWSKI@COJ.NET

ANALYST'S SIGNATURE: _____
STEVEN BURAKOWSKI

Jacksonville Sheriff's Office

Duval County, Florida

Mike Williams, Sheriff

501 E. Bay Street
Jacksonville, FL 32202

June 26, 2017

TO: Greg Pease
Chief of Procurement, City of Jacksonville

THRU: Bill Clement
Chief of Budget and Management Division, Jacksonville Sheriff's Office

FROM: George Chakhtoura NGC
IT, Crime Analysis and Fusion Center Senior Executive, Jacksonville Sheriff's Office

SUBJECT: Recommendation of Award for Bid # XF-0502-17 Rugged Laptops (Re-Bid)

There were nine responses received for BID # XF-0502-17.

The following vendors did not meet the requirements of the bid or submitted a no-bid form:

Strictly Technology provided a demo unit, but submitted a no bid form.
JPT-Tech submitted a bid, but did not provide a demo unit.
Hypertec USA, Inc submitted a bid, but did not provide a demo unit.

After reviewing all written responses received for BID # XF-0502-17 for those vendors who also provided the required demo units, we recommend the following:

Lumbee Group was the lowest bidder with a bid of $1,961.00 per device. 1250 devices total $2,451,250.00. However we recommend their bid be rejected due to not meeting the bid specifications for the following reasons.

1. The Lumbee group included the following clause: *"Bid is based on exact quantities of Scope provided. Any deviation in quantities will result in a deduct [sic] or addition costs."*

   The bid specifically states: *"Quantities indicated reflect the estimated quantities to be purchased and are subject to fluctuation in accordance with actual requirements. The City reserves the right to purchase more than the estimated quantities listed or not to make any purchase against this bid if it so deems necessary."*

2. The Lumbee group included the following clause: *"Prices are reflected [sic] of Rugged Laptop Computers remain in effect for 30 days from this submittal. There may/or may not be a deviation*

in costs as a result of longer time periods and will be submitted as a price esculation [sic] /de-esculatio [sic]"

The bid specifically states: *"Term of agreement is for four (4) years from date of award"* and the delivery schedule will cause the period to extend past the 30 day window. The city cannot award if the prices for this opportunity are subject to fluctuation.

3. The Lumbee group refers to pre-imaged custom software.

   The re-bid removed the specification for a custom software image.

4. The bid required that the laptop run Windows 7 Professional 64-bit.

   The Durabook offering cannot be imaged with a standard Windows 7 image. The laptop goes into a boot-loop and requires a technician to perform a manual intervention to allow the machine to complete the imaging process. Our technicians have completed a thorough investigation of the options in the machines settings, but no combination allows the proper install to complete.

5. The Durabook warranty states: *"The Warranty does not apply: 2. to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports unless failure has occurred due to defect in materials or workmanship; 7. To defects caused by normal wear and tear or otherwise due to normal aging of the Product, including but not limited to, carry case, shoulder or hand strap, screen protection films."*

   The bid specifically requests that the warranty include: *"Accidental Damage Service, 5 year. This warranty covers the repair or replacement of a laptop as necessary to correct any damage to the laptop which occurs during the usual and customary usage of the laptop and is caused by either accidental damage from handling (including drops and spills) or an electrical surge."*

We recommend awarding to Gov Direct, the next lowest responsive, responsible bidder with a bid price of $1,975.24 per device for a total amount of $2,469,050.00 for 1250 devices. Per the bid documents, quantities were estimated for the purpose of the bid. The Jacksonville Sheriff's Office will purchase a total of 1,518 units @ $1,975.24 each, for a total of $2,998,414.32, which will be payable over the next four years @ 25% per year.

The funding source is as follows:

$749,603.58 Index Code: SHPP011ISM SubObject: 04404 FY: 2017
$749,603.58 Index Code: SHPP011ISM SubObject: 04404 FY: 2018
$749,603.58 Index Code: SHPP011ISM SubObject: 04404 FY: 2019
$749,603.58 Index Code: SHPP011ISM SubObject: 04404 FY: 2020

Burakowski, Steven

From: Burakowski, Steven
Sent: Friday, June 30, 2017 3:49 PM
To: 'jhelms@lumbeegroup.com'; Pease, Gregory
Cc: Freeman, Dustin; Howard Pace; Susan Calvo
Subject: PROTEST XF-0502-17 Rugged Laptops (Re-Bid)

Good afternoon Mr. Helms - This is to notify you that the Procurement Office is in receipt of your protest received via email on June 30, 2017, for the subject bid. Your protest is currently under review and a response we will be forthcoming.

Thank you,

Steven Burakowski
Procurement Analyst
City of Jacksonville
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
www.coj.net

From: jhelms@lumbeegroup.com [mailto:jhelms@lumbeegroup.com]
Sent: Friday, June 30, 2017 3:04 PM
To: Pease, Gregory; Burakowski, Steven
Cc: Freeman, Dustin; Howard Pace; Susan Calvo
Subject: PROTEST XF-0502-17 Rugged Laptops (Re-Bid)

NOTICE OF PROTEST

Hello Mr. Pease & Mr. Burakowski,

Attached are the notices of Formal Bid Rejection for XF-0502-17 Rugged Laptops. Please see attached word document that outlines our protest. We look forward to hearing from you.

To your success

Johnny Helms
CEO / Founder

LUMBEE GROUP

6440 Southpoint Parkway Suite 300
Jacksonville, FL. 32216

O: 904-394-2786 ext 5
M: 706-248-1221
www.LumbeeGroup.com

GSA # GS-35F-0143R
Lumbee Group is a 8(a) Native American Indian Owned Business
Certified 8(a), DBE, MBE, SMBE, JSEB, OSD of FL, SeaPort-e/Prime and SBA Certified,

This message is from Lumbee Group and is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender.

From: Burakowski, Steven [mailto:SBurakowski@coj.net]
Sent: Friday, June 30, 2017 8:52 AM
To: jhelms@lumbeegroup.com
Cc: Freeman, Dustin <DustinF@coj.net>
Subject: XF-0502-17 Rugged Laptops (Re-Bid)

Please see attached.

Thank you,

Steven Burakowski
Procurement Analyst
City of Jacksonville
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
www.coj.net

From: jhelms@lumbeegroup.com [mailto:jhelms@lumbeegroup.com]
Sent: Monday, June 12, 2017 3:52 PM
To: Burakowski, Steven
Cc: jhelms@lumbeegroup.com

Johnny Helms
CEO / Founder

LUMBEE GROUP

6440 Southpoint Parkway Suite 300
Jacksonville, FL. 32216

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GSA # GS-35F-0143R
Lumbee Group is a 8(a) Native American Indian Owned Business

BID TABULATION SHEET

TITLE:	RUGGED LAPTOPS (REBID)
BID NO.:	XF-0502-17
OPEN DATE:	June 21, 2017 @ 2:00 P.M.
BUYER:	Steven Burakowski, Analyst
No. Invited: (7)	No. Received (8) No Bids: (1)
Recorded By:	Gail Sampson

ITEM	DESCRIPTION	QUANITITY	GOV DIRECT		JPT-TECH		TECHXTEND, INC CDW		HYPERTEC USA, INC.		G2 DIGITAL SOLUTIONS		PROSYS		BRITE COMPUTERS		LUMBEE GROUP	
			PRICE EACH	EXTENDED PRICE	PRICE EACH	EXTENDED PRICE	PRICE EACH	EXTENDED PRICE	PRICE EACH	EXTENDED PRICE	PRICE EACH	EXTENDED PRICE	PRICE EACH	EXTENDED PRICE	PRICE EACH	EXTENDED PRICE	PRICE EACH	EXTENDED PRICE
1	RUGGED LAPTOP	1250	$1,975.24	$2,469,050.00	$2,850.00	$3,562,500.00	$2,263.00	$2,828,750.00	$5,744.02	$7,180,025.00	$1,977.00	$2,471,250.00	$2,270.44	$2,838,050.00	$2,915.00	$3,643,750.00	$1,961.00	$2,451,250.00
		TOTAL	$2,469,050.00		$3,562,500.00		$2,828,750.00		$7,180,025.00		$2,471,250.00		$2,838,050.00		$3,643,750.00		$2,451,250.00	
		TERMS	30 DAYS		2% NET 30DAYS		NONE		30 DAYS		30 DAYS		NONE		NONE		NONE	
		DELIVERY	21 DAYS		15 DAYS		NONE		30 DAYS		30 DAYS		NONE		NONE		21 DAYS	
		CONFLICT OF INTEREST	NO		YES		YES		YES		YES		YES		YES		YES	
		ADDENDUM'S (3)	YES		NONE		1&2		1&2		YES		1&2		YES		YES	
		SAMPLE/DEMO UNIT RECEIVED BY COB JUNE 19TH	YES		NO		YES		NO		YES		YES		YES		YES	
		MINIMUM SPEC FORM	YES		YES		YES		YES BUT INCOMPLETE		YES		YES		YES		YES	
		VENDOR OFFERED WARRANTY	YES		NO		YES		YES		YES		YES		YES		YES	
		NOTES			VENDOR DID NOT PROVIDE DEMO UNIT				VENDOR DID NOT PROVIDE DEMO UNIT						BID FORM NOT COMPLETED OR SIGNED. VENDOR SUBMITTED AN ALTERNATE BID			