SUBJECT: RUGGED LAPTOP COMPUTERS

BID #: XF-0502-17 **OPEN DATE:** 06/21/2017

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:
SUPPLY CONTRACT – FOUR (4) YEARS FROM DATE OF AWARD

AGENCY: JACKSONVILLE SHERIFF'S OFFICE

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 7 **NUMBER RECEIVED:** 8 **NO BID:** 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to reject Lumbee Group for not meeting bid specifications for numerous reasons listed in the recommendation letter.

The next lowest bidder failed to acknowledge the Conflict of Interest. Procurement has received and requests to accept the Conflict of Interest from GovDirect, Inc. and waive this technicality as a minor irregularity.

Recommend approval of award to GovDirect, Inc. as the lowest responsive, responsible bidder for the purchase of fifteen hundred and eighteen (1,518) Rugged Laptops for the Jacksonville Sheriff's Office at $1,975.24 each. Total estimated annual expenditure not to exceed $749,603.58 from date of award. Total estimated four (4) year total not to exceed $2,998,414.32.

Funding for this award to be encumbered by account SHPP011ISM-04404 to be executed by purchase order(s).

Attachments: Recommendation Memo; Bid Tabulation Sheet; Terms and Conditions; Specifications

Analyst: _____ STEVEN BURAKOWSKI

RESPECTFULLY SUBMITTED: _____ For- GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: **George Chakhtoura, Crime Analysis and Fusion Center Senior Executive**

(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 _____

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

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.			

TERMS AND CONDITIONS

Purchase of Rugged Laptops

1. SCOPE

   The Jacksonville Sheriff's Office of the City of Jacksonville, Florida, is currently accepting bids to obtain source(s) of supply for the item(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide the item(s) and to obtain pricing commitments for Purchase of Rugged Laptops.

2. AWARD

   Award will be ALL OR NONE to the lowest responsive, responsible bidder. Bidders must bid on all items to be considered for award. All awards are subject to the availability of funds.

3. TERM OF AGREEMENT

   Term of agreement is for four (4) years from date of award.

4. PRE-BID CONFERENCE

   Not applicable

5. COMPLIANCE WITH SPECIFICATIONS

   The bidder, by affixing their signature to the bid form submitted, agrees to provide items(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

6. STATE CONTRACTS

   Not applicable

7. QUANTITIES

   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. Vendor will be notified of final quantity in writing prior to award.

8. PRICES

   All unit prices shall include freight, delivery and handling charges to the delivery location as outlined in the bid documents.

9. ESCALATION/DE-ESCALATION

   Not Applicable

10. DELIVERY

Delivery will be made to the Police Memorial Building, Police Supply, 501 East Bay Street, Catherine Street Loading Dock, Jacksonville, FL 32202. **All deliveries must be scheduled a minimum of one business day in advance.** Contact Chris Burns - 904-630-7426. **Quantities delivered will follow the strict delivery schedule as outlined in the bid documents.** A packing slip 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.

11. PICK UP AND RETURNS

The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

12. SUPPLIER ACCESSIBILITY

The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlines in the specifications supersede this section.

13. REPORTING

The City may request, during the term of this bid, reports including but not limited to; usage, pricing and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

14. INVOICING

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies and as outlined in the bid documents. At a minimum, invoices must include the purchase order number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida, 32202.

15. INSURANCE / INDEMNIFICATION

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. A copy of the insurance certificate must be submitted within ten (10) days of award notice. Bid number should be listed on the insurance certificate.

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Specifications and Requirements

Purchase of Rugged Laptop Computers

1. Product must be new. Refurbished, Remanufactured, Rebuilt or Used parts are not acceptable.
2. Vendor MUST be an authorized dealer/reseller/distributer of equipment/software. If a vendor submits any quote/price for an alternative or equivalent product, all items must **MEET** or **EXCEED** the specifications listed on this solicitation and vendors must include in their bid package, in written form, a quote which contains a comparison of each requested specification and a detail of the specification contained within the alternative or equivalent product. It is at the sole discretion of the Jacksonville Sheriff's Office to determine if the alternative or equivalent product meets or exceeds the specifications. **IF THIS DETAIL IS NOT PROVIDED, THE BID WILL BE CONSIDERED INCOMPLETE AND WILL NOT BE CONSIDERED.**
3. **Sample/Demonstration Unit: A sample/demonstration unit must be delivered no later than Monday, June 19, 2017,** solely at the expense of the bidder for demonstration and evaluation purposes. The sample unit must exactly match the unit that is being offered. The unit will be held until an award is made. Bidder will include a Pre-Paid Return Shipping Label with their bid submission. The sample from the successful vendor will be used by the Jacksonville Sheriff's Office to confirm that the unit can be loaded with a Windows 7 image and will be held until the first delivery is received and accepted as being equal to the sample.
4. **Delivery**:
   - The vendor must be able to meet the strict delivery schedule outlined below.
   - Delivery of laptops must begin within 21 calendar days after vendor receives the initial purchase order.
   - The Jacksonville Sheriff's Office will take delivery of 250 Laptops every month until the total quantities are received.
     a. The final delivery will include the requested 250 units plus any partial quantity of less than 250.
   - An inventory report that includes a list of serial numbers must be forwarded to the inventory clerk at the JSO not less than one week before each delivery.
   - Partial shipments will not be accepted.
   - Vendor will have a 3 business day window both before and after the agreed upon delivery date in which to deliver all shipments.
   - All deliveries must be scheduled at least one business day in advance.
   - Ownership of equipment will transfer to the Jacksonville Sheriff's Office upon date of delivery.
   - DOA equipment replacement will be handled by the winning vendor. Subsequent hardware failures/replacements will be handled through the original equipment manufacturer under the purchased OEM warranties.
   - **Penalty:** Delivery needs to be within the agreed delivery period. Failure to meet the delivery schedule, and each delay that extends past the due date by more than 2 business days, will cause a penalty to be applied, at the city's sole discretion, of 0.25% of the total amount of the award. This penalty will be deducted from the next scheduled invoice. Continued and repeated instances of late deliveries or a delay that extends more than 30 days may result in rescindment of award at the City's sole discretion.

5. **Payment Terms:** The vendor must agree to accept 4 equal annual payments (25% of the lump sum total) for the total number of laptops ordered. All delivery, shipping, handling, finance charges, interest, or any/all fees, must be included in the EACH price that the vendor bids.

6. **Financing: The vendor will provide and secure their own financing for this project. JSO will NOT enter into a separate agreement with a separate finance company. We will provide payment to the vendor as per the schedule below.**

Payments will be made as follows:

Year	Detail	Total Percentage of Award
FY 2017 (10/1/2016 – 9/30/2017) Purchase Order # 1	The vendor will invoice the first year's payment as 2 equal payments. Invoice # 1 – issued after the first delivery of 200 laptops Invoice # 2 – issued after the second delivery of 200 laptops	Invoice 1 = 50% of Purchase Order # 1 Invoice 2 = 50% of Purchase Order #1 Total = 25% of award total
FY 2018 (10/1/2017 – 9/30/2018) Funds will be appropriated to make Year 2 Payment Purchase Order # 2	The vendor will invoice for 25% of award total on the anniversary date of the first delivered laptop	Invoice 3 = 100% of Purchase Order # 2 25% of Total Award
FY 2019 (10/1/2018 – 9/30/2019) Funds will be appropriated to make Year 3 Payment Purchase Order # 3	The vendor will invoice for 25% of award total on the anniversary date of the first delivered laptop	Invoice 4 = 100% of Purchase Order # 3 25% of Total Award
FY 2020 (10/1/2019 – 9/30/2020) Funds will be appropriated to make Year 4 Payment Purchase Order # 4	The vendor will invoice for 25% of award total on the anniversary date of the first delivered laptop	Invoice 5 = 100% of Purchase Order # 4 25% of Total Award

The vendor must accept the payment terms offered in order to qualify for the award.

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 as listed 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

Burakowski, Steven

From: Burakowski, Steven
Sent: Friday, June 30, 2017 8:52 AM
To: 'jhelms@lumbeegroup.com'
Cc: Freeman, Dustin
Subject: XF-0502-17 Rugged Laptops (Re-Bid)
Attachments: Lumbee Group.pdf; Letter.pdf

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

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

GSA # GS-35F-0143R
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Certified 8(a), DBE, MBE, SMBE, JSEB, OSD of FL, SeaPort-e/Prime and SBA Certified,

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Burakowski, Steven

From: jhelms@lumbeegroup.com
To: Burakowski, Steven
Sent: Friday, June 30, 2017 8:53 AM
Subject: Read: XF-0502-17 Rugged Laptops (Re-Bid)

Your message

To:
Subject: XF-0502-17 Rugged Laptops (Re-Bid)
Sent: Friday, June 30, 2017 8:53:28 AM (UTC-05:00) Eastern Time (US & Canada)

was read on Friday, June 30, 2017 8:53:26 AM (UTC-05:00) Eastern Time (US & Canada).

QWS3270X 6/27/2017 12:35 PM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 06/27/2017
LINK TO: ACCOUNT SUMMARY INQUIRY 12:34 PM

FISCAL MO/YEAR : 09 2017 CURRENCY CODE :
INDEX CODE : SHPP011ISM INFORMATION SYSTEMS MANAGEMENT
SUBOBJECT : 04404 LEASE-PURCHASE (EQUIPMENT AGREEMENTS)
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	JUNE 2017	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	750,000.00	750,000.00
EXPENDITURES	.00	.00	.00
ENCUMBRANCES	.00	.00	.00
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	750,000.00	750,000.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND