SUBJECT: MICROSOFT OFFICE 2016 PROFESSIONAL PLUS LICENSES

BID #: XF-0421-18 **OPEN DATE: 2018-03-21**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – ONE-TIME PURCHASE

AGENCY: INFORMATION TECHNOLOGIES DIVISION

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

NUMBER OF BIDS INVITED: 6 **NUMBER RECEIVED:** 1 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to reject the sole bidder, Lebomar, LLC., for not acknowledging Addendums one (1) or two (2), with Addendum two (2) affecting pricing.

Attachments: Recommendation Memo, Bid Tabulation Sheet, Terms and Conditions, Specifications, Addendums, Rejection Letter

ANALYST: _____ CHELSEY FLEMING

RESPECTFULLY SUBMITTED: _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies / CIO

(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

03/30/18 12:04:48
Procurement Division

March 30, 2018

TO: Greg Pease, Chief of Procurement Division

JR 3/30/18 **THRU:** Kenneth E. Lathrop, Chief of Information Technologies / CIO Kenneth E. Lathrop

FROM: Thomas Ossi, Technology Contract and Records Manager Thomas Ossi

SUBJECT: **XF-0421-18 Microsoft Office 2016 Professional Plus Licenses – Reject Award**

ITD Management submitted an RFP to Procurement Division for solicitation of Microsoft Office 2016 Professional Plus Licenses on Bid # XF-0421-18. Bid opened March 21, 2018.

In addition, ITD Management recommends rejecting the only bidder Lebomar, LLC in the amount of $155,805.58. The bidder did not acknowledge addendums No. 1 or No. 2.

Thank you for your consideration of this request.

Cc: Robert Gray, Technology Infrastructure Manager
Marolyn Curtis, Desktop Services Manager MC

FINANCE AND ADMINISTRATION DEPARTMENT
214 N. Hogan St. 9th Floor | Jacksonville, FL 32202 | Phone: 904.255.8000 | Fax: 904.232.6932

Title: MICROSOFT OFFICE 2016 PROFESSIONAL PLUS LICENSES
Bid # XF-0421-18
Bid Date: 3/21/18
Buyer: Chelsey Fleming
No. Invited: 6 **No. Received:** 1 **No Bids:** 1
Recorded By: Renata Barnett 3/21/2018 Date

LEBOMAR, LLC.

ITEM	DESCRIPTION	Est. QTY	UoM	UNIT PRICE	EXTENDED TOTAL
1	Microsoft Office Professional Plus 2016 License - 1 PC -Select Plus - Win - Single Language Microsoft - Part#: 79P-05583 Contract Name: Licensing Solutions Provides (SLS) of Microsoft Software and Services Contract#: 43230000-15-02 ***Educational	152	EA		
2	Microsoft Office Professional Plus 2016 – License - 1 PC -Select Plus - Win - Single Language Microsoft - Part#: 79P-05582 Contract Name: Licensing Solutions Provides (SLS) of Microsoft Software and Services Contract#: 43230000-15-02	316	EA		
			TOTAL		

TERMS:		NOT STATED
DELIVERY:		45 BUSINESS DAYS
CONFLICT OF INTEREST:		YES
ADDENDUMS	2	NO
NOTE:		**VENDOR IS REJECTED FOR NOT ACKNOWLEDGING ADDENDUMS ONE OR TWO.**

TERMS AND CONDITIONS
MICROSOFT OFFICE 2016 PROFESSIONAL PLUS LICENSES

1. SCOPE

The City of Jacksonville, Information Technologies Division 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 and its ability to provide these item(s) / service(s) and to obtain pricing commitments for Microsoft Office 2016 Professional Plus Licenses as listed in the bid documents.

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

The term of this agreement is a one-time purchase.

4. PRE-BID CONFERENCE

Not Applicable.

5. STATE CONTRACTS

The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The city reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

6. QUANTITIES

Quantities indicated are fixed.

7. DELIVERY

Electronic delivery via Microsoft's Licensing Agreement. The City of Jacksonville's Microsoft Licensing Agreement information will be provided to the winning bidder.

8. ESCALATION/DE-ESCALATION

Not applicable.

9. PRICES

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

10. 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.

11. COMPLIANCE WITH SPECIFICATIONS

The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(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.

12. INVOICING

Invoices will be issued to the City of Jacksonville once supplies/services are fully rendered. At a minimum, invoices must include; City purchase order number, item number and description, date and time of shipment delivery/setup (if applicable), date and time of removal/strike (if applicable), 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: General Accounting Division, 117 W. Duval Street, Suite 375, Jacksonville, Florida 32202.

13. 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. The awarded vendor will be required to submit the copy of insurance certificate within ten (10) days from date of receipt of award notice. Bid number should be listed on certificate.

14. 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.

15. 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 outlined in the specifications supersede this section.

SPECIFICATIONS

MICROSOFT OFFICE 2016 PROFESSIONAL PLUS LICENSES

The City of Jacksonville, Information Technologies Division requests the solicitation for Microsoft Office 2016 Professional Plus licenses for two City groups under the Microsoft Select Plan agreement with the City

1. The Jacksonville Public Library System through the Microsoft Academic Program, for which the Library qualifies as an educational institutional.

2. For City of Jacksonville non-academic use.

CITY OF JACKSONVILLE
PROCUREMENT DIVISION
Ed Ball Building, 8th Floor
214 N. Hogan Street
Jacksonville, Florida 32202

ADDENDUM NO	**ONE (1)**
BID NUMBER	**XF-0421-18**
TITLE OF BID	**MICROSOFT OFFICE 2016 PROFESSIONAL PLUS LICENSES**
OPENING TIME AND DATE	**MARCH 21, 2018 @ 2:00 P.M.**

THIS ADDENDUM IS ISSUED FOR THE INFORMATION OF BIDDERS ON THE ABOVE TITLED PROJECT AND WILL BE PART OF THE CONTRACT.

PURPOSE OF THIS ADDENDUM IS TO ADDRESS QUESTIONS RECEIVED VIA EMAIL:

1. **QUESTION:**
   Are you looking to obtain 208 individual licenses or an open license that would support 208 users? Also would you be relying on the company to install the software as well or are you just looking for a supplier?

   ANSWER:
   The purchase is for individual user licenses only. The City of Jacksonville will address the installations.

2. **QUESTION:**
   Will COJ accept a compatible Microsoft product?

   ANSWER:
   No. The RFP is specifically for Microsoft licenses as defined in the bid specifications.

3. **QUESTION:**
   The product being requested (Office 2016 Professional Plus) is only available as a volume licensing package. While it would certainly support 208 users individually, it would all be managed under 1 license key. This would also allow it to be sold under special pricing as it will be for a government entity. Is this what is being requested, or, are you needing the standard retail version (which is Office 2016 Professional)? That would be 208 different licenses and could get really messy as they would have to be registered under 208 different users.

   ANSWER:
   The City of Jacksonville currently purchases all Microsoft licenses under the volume licensing package within our Select Plus agreement with Microsoft. This purchase is intended to add to the non-RFP licenses previously or currently being purchased under our Select Plus Agreement with Microsoft.

PLEASE SIGN THIS ADDENDUM AND SUBMIT WITH BID*

NOTE: **FAILURE TO SUBMIT SIGNED ADDENDUM(s) WITH BID MAY POSSIBLY RESULT IN REJECTION OF BID.**

DATE March 8, 2018 **BUYER** Chelsey Fleming CF

RECEIPT ACKNOWLEDGED BY RETURN OF SIGNED COPY WITH BID.

Bidder's Signature

Title

Company

Date

CITY OF JACKSONVILLE
PROCUREMENT DIVISION
Ed Ball Building, 8th Floor
214 N. Hogan Street
Jacksonville, Florida 32202

ADDENDUM NO	**TWO (2)**
BID NUMBER	**XF-0421-18**
TITLE OF BID	**MICROSOFT OFFICE 2016 PROFESSIONAL PLUS LICENSES**
OPENING TIME AND DATE	**MARCH 21, 2018 @ 2:00 P.M.**

THIS ADDENDUM IS ISSUED FOR THE INFORMATION OF BIDDERS ON THE ABOVE TITLED PROJECT AND WILL BE PART OF THE CONTRACT.

PURPOSE OF THIS ADDENDUM IS TO:

1. ATTACHED REVISED INSURANCE AND INDEMNIFICATION REQUIREMENTS

2. ADDRESS QUESTIONS RECEIVED VIA EMAIL:

1. **QUESTION:**
Please let us know if this opportunity needs to be processed under Contract Name: Licensing Solutions Provides (SLS) of Microsoft Software and Services Contract#: 43230000-15-02 ***Educational.

ANSWER:
The bid needs to be processed under the City of Jacksonville's Select Plus Agreement with Microsoft.

2. **QUESTION:**
Section 2 Insurance, 2.02 requires coverage for Blanket, X, C, U Hazards (explosion, collapse and underground property damage hazard) as part of the Commercial General Liability insurance.

Question: The scope of this bid does not include the performance of any construction services. Would the City agree to remove the requirement for X,C,U Hazard coverage for this bid?

ANSWER:
Please see the attached revised Indemnification and Insurance Requirements.

3. **QUESTION:**
Section 2 Insurance, 2.06 requires thirty day notice of material alteration or cancellation, including expiration and non-renewal of the policy.

Question: Most policies do not contain a mandatory notice provision to customers or additional insureds and we do not have the resources to track non-standard notice requirements. Would the City agree to replace the thirty day notice requirement with the following statement? "The insurer for each insurance policy required herein shall provide notice of cancellation subject to the notice provisions of the policy."

ANSWER:
No policy gives the additional insured (or certificate holder) 30 Day Notice of Cancellation unless it has been endorsed to do so. The vendor will have to request the endorsement be added to their policy.

*****PLEASE SIGN THIS ADDENDUM AND SUBMIT WITH BID******

NOTE: **FAILURE TO SUBMIT SIGNED ADDENDUM(s) WITH BID MAY POSSIBLY RESULT IN REJECTION OF BID.**

DATE March 13, 2018 **BUYER** Chelsey Fleming CF

RECEIPT ACKNOWLEDGED BY RETURN OF SIGNED COPY WITH BID.

Bidder's Signature

Title

Company

Date

INDEMNIFICATION

Provider shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "City Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing City Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Provider that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Provider's performance of the Contract, operations, services or work performed hereunder; and

2. Intellectual Property Liability, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Provider shall, immediately, make every reasonable effort to secure within 60 days, for the City Indemnified Parties a license, authorizing the continued use of the Service or product. If the Provider fails to secure such a license for the City Indemnified Parties, then the Provider shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If a Provider exercises its rights and obligations under this Contract, the Provider will (1) provide reasonable notice to the City Indemnified Parties of the applicable claim or liability, and (2) allow City Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Provider shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Provider shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Cyber Liability & Data Storage	$1,000,000 per Claim and Aggregate

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

If Provider will performing its services onsite then the below Provider must maintain the additional below coverages:

Automobile Liability	$1,000,000	Combined Single Limit

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 100,000 Each Accident
	$ 500,000 Disease Policy Limit
	$ 100,000 Each Employee/Disease

This insurance shall cover the Provider (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Additional Insurance Provisions

A. Certificates of Insurance. Provider shall deliver the City Certificates of Insurance that shows the corresponding **City Contract or Bid Number** in the Description, **Additional Insureds, Waivers of Subrogation** and **Primary & Non-Contributory statement** as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

B. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

D. Provider's Insurance Primary. The insurance provided by the Provider shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

E. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Provider. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

F. Provider's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Provider or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

G. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Provider shall relieve Provider of Provider's full responsibility to provide insurance as required under this Contract.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Provider shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Provider, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Provider under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Provider shall present this Contract and the Indemnification and Insurance requirements to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and 2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Provider.

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

April 3, 2018

18501 Pines Blvd. Ste. 357
Pembroke Pines, FL 33029

NOTIFICATION OF FORMAL BID REJECTION

BIDDERS' NAME: LEBOMAR, LLC.

CONTACT NAME: Cesar Leboreiro

BID NUMBER: XF-0421-18

NAME OF BID: Microsoft Office 2016 Professional Plus Licenses

DATE OPENED: March 21, 2018

REASON FOR REJECTION:

Vendor is being rejected for not acknowledging Addendums one (1) or two (2), with Addendum (2) affecting price.

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 CFLEMING@COJ.NET.

ANALYST'S SIGNATURE: _____

CHELSEY FLEMING

Fleming, Chelsey

From: Fleming, Chelsey
Sent: Tuesday, April 03, 2018 7:40 AM
To: 'info.usa@grupolebomar.com'
Subject: XF-0421-18 Microsoft Office 2016 Professional Plus Licenses
Attachments: Lebomar Rejection Notification.pdf

Please see the attached notification of rejection for subject bid.

Thank you,
Chelsey Fleming
Purchasing Analyst
Procurement Division
City of Jacksonville
cfleming@coj.net
Direct 904.255.8826

CITY OF JACKSONVILLE