Docusign Envelope ID: 32FC0A28-7085-429A-9C1C-1843BC7BC68B

City of Jacksonville, Florida
Procurement Award Form (PAF)

Part 1: Form Type JPAC Award Request and Administrative Details

Goods and/or Services: JPAC ADMINISTRATIVE REVIEW PROTEST: ITB-15663-24 (SC-0411-24)

Requested Action/Authority:

Protest hearing for ITB-15663-24 (SC-0411-24) Landscape Maintenance Services for City Road Right-of-Ways - North Service Area.

Justification/Explanation:

J&D Maintenance and Services of North Florida, LLC is protesting the City's intended decision to award ITB-15663-24 (SC-0411-24) Landscape Maintenance Services for City Road Right-of-Ways - North Service Area to GreenWay Lawn and Landscape as the lowest responsive, responsible bidder.

Legal Contract #:	TBD	Contract Date:	10/01/2024	Change Order/AMD #:	N/A	
PO/Release #:	TBD	Bid Date:	06/26/2024	Awarded Supplier:	Recommend GreenWay Lawn & Landsc.	
Licenses Verified:	N/A	Effective Date:	10/01/2024	Basis of Award:	LPTA	
Federally Funded:	No	No. Invited:	168	Responses Received:	2	Attachments:
Solicitation:	ITB - 15663 - 24			Procurement Contract #:	POA - TBD	
Executed By:	Office of General Counsel					

PoP:Base:	2 years	Options:	two (2) two-year renewal options	Extension(s):	N/A
JSEB Rec.:	Participation	%:	30	Bonds Waived Pursuant To:	N/A

Fund:	00000	Center:	00000	Acct:	00000	Proj:	000000	Activity:	00000000	$	0.00
Fund:		Center:		Acct:		Proj:		Activity:		$	
Fund:		Center:		Acct:		Proj:		Activity:		$	

New NTE/GMP:	$ 0.00	Contingent Amount:	$ 0.00	DMP/ODPO Amount:	$ 0.00

Using Agency/BU:	AFPS:PROCUREMENT_AND_SUPPLY			
Concurrence:	Signed by: Waremburg, Robert 4912CA1D431247A...	Title:	SENIOR MANAGER OF PROCUREMENT SERVICES	8/26/2024
Concurrence:		Title:		
Concurrence:		Title:		
Concurrence:		Title:		

Procurement Analyst/Buyer:	Signed by: David Klages 2E820995264D4AE...	Chief of Procurement:	DocuSigned by: B19F1D517352456... 8/26/2024
Name:	David Klages	Name:	Dustin L. Freeman

Part 2: JPAC Actions on Above Requests/Recommendations
All Award Actions Subject to Lawfully Appropriated Funds

Members Who Approve:	
Members Who Disapprove:	
Other Action:	

Date:

Part 3: Final Awarding Authority Action

Action:

Date:

Signature:

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PAF Instructions

Form Type: Select the type of award from the dropdown options. This form will be used for all Procurement awards (Administrative Awards and JPAC Requests).

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action/Authority: Enter a brief description of the requested action or authority being sought. i.e.; *request permission to award to the lowest, responsive responsible bidder for ITB or award the highest ranked supplier for an RFP*.

Justification/Explanation: Enter a brief justification or explanation for the requested action. Use this box to add any additional information such as additional account strings, or other information essential for contract execution.

Legal Contract Number: Provide the existing City contract number if applicable. This will be the same number as your POA number.

Contract Date: Select the effective date for the contract using the calendar option in the form. Leave blank for contracts to become effective on the execution date.

Change Order/AMD #: Provide the applicable Change Order or Amendment number represented by this request.

Date: Enter the date of PAF submission.

Effective Date: Enter the effective date of requested authority and/or action.

Solicitation: Select the competitive procurement method used (1Cloud generated prefix), enter the 1Cloud generated numbering sequence, and 1Cloud generated fiscal year of solicitation

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA),

Procurement Contract #: This is your PO number. Select Type, Enter Number

PO/Release Number: Enter PO Release Number

Awarded Supplier: Enter Awarded Supplier Name

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

Responses Received: This is the number of responses received.

No Bids Received: The number of responses received that indicated supplier would not bid.

Executed By: Select whether executed by OGC or JPAC / Chief of Procurement

PoP Base: Select the Period of Performance for the initial period.

Options: Period for each renewal period i.e. one (1) two (2) year.

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Extensions: How many extensions have we preformed after the initial base period and option periods have been completed?

JSEB Goal: Select the percentage established by JSEB.

JESB Other: Select Encouragement or Set Aside Option

Bonds Waived Pursuant to: Select authority allowing bonds to be waived.

Funding Source: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed the amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Amount: Enter the total Direct Materials Purchase/Owner Direct Purchase Order amount for project.

Attachments: Name any attachments included as supplemental information to the PAF.

Using Agency/BU: This should be the requesting agency/requirement owner.

Concurrence: Electronic Signature

Title: Enter the title of person electronically signing form.

**Any fields where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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ITB-15663-24 (SC-0411-24) Landscape Maintenance Services for City Road Right-of-Ways - North Service Area

Below is a link to the following:

- The solicitation
- Addendum 1
- The bid submittal from GreenWay Lawn and Landscape
- The bid submittal from J&D Maintenance and Services of North Florida, LLC

https://filedrop.coj.net/?ShareToken=BF59C190925E27CABCE6059EFE730FAC2AC22A6C

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Bid Tabulation
Landscape Maintenance Services for City Road Right-of-Ways - North Service Area

Solicitation	ITB 15663-24,1 (SC-0411-24)
Close Date	June 26, 2024
Invited Suppliers	168
Will Participate	34
Responded	2
Analyst	David Klages

Line	Supplier	Rank	Response Price
1 TOTAL BASE BID (PART "A" + PART "B")	GreenWay Lawn and Landscape	1	$ 7,324,398.35
2 ALTERNATE TOTAL	GreenWay Lawn and Landscape	1	$ 5,570,101.98
TOTAL (LINES 1 & 2)	GreenWay Lawn and Landscape	1	$ 12,894,500.33
Line	**Supplier**	**Rank**	**Response Price**
1 TOTAL BASE BID (PART "A" + PART "B")	J&D Maintenance and Services of North Florida LLC	2	$ 7,838,538.17
2 ALTERNATE TOTAL	J&D Maintenance and Services of North Florida LLC	2	$ 7,115,377.05
TOTAL (LINES 1 & 2)	J&D Maintenance and Services of North Florida LLC	2	$ 14,953,915.22

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GreenWay Lawn and Landscape

PROPOSAL SCHEDULE

Instructions:

Step 1. Enter the Unit Price for each line-item (it will autoatically calculate the other prices).
Step 2. Enter the TOTAL BASE BID (PART "A" + PART "B") on the Lines tab in 1Cloud.
Step 3. Enter the ALTERNATE TOTAL on the Lines tab in 1Cloud.

PART "A" TOTAL BASE BID - NORTH AREA CITY ROAD RIGHT-OF-WAYS (21 CYCLES/YEAR)							
Item #	Description	Unit	Est. Quantity	Unit Price	Price / Cycle	Freq.	Extended Price
1	Litter & Debris Removal	Acre	3,017.17	$25.00	$75,429.25	21	$1,584,014.25
2	Turfgrass Maintenance	Acre	3,017.17	$40.00	$120,686.80	21	$2,534,422.80
3	Edging	LF	5,270,229.00	$0.02	$105,404.58	21	$2,213,496.18
4	Cleanup (Blow/Sweep/Vacuum)	Mile	775.95	$13.00	$10,087.35	21	$211,834.35
5	Bed Maintenance	SF	168,887.00	$0.01	$1,688.87	21	$35,466.27
6	Disposal Fees (Trail Ridge Landfill)	Ton	3.00	$45.00	$135.00	21	$2,835.00
7	Disposal Fees (Old Kings Rd. Landfill)	Ton	3.00	$56.00	$168.00	21	$3,528.00
8	Disposal Fee (White Goods)	Each	5.00	$20.00	$100.00	21	$2,100.00
9	Disposal Fees (Tires)	Ton	1.00	$169.00	$169.00	21	$3,549.00
						PART "A" TOTAL BASE BID (ITEMS 1 - 9):	**$6,591,245.85**

PART "B" TOTAL BASE BID - NORTH AREA NEIGHBORHOOD MOWING (9 CYCLES/YEAR)							
Item #	Description	Unit	Est. Quantity	Unit Price	Price / Cycle	Freq.	Extended Price
1	Litter & Debris Removal	Acre	786.38	$25.00	$19,659.50	9	$176,935.50
2	Turfgrass Maintenance	Acre	786.38	$45.00	$35,387.10	9	$318,483.90
3	Edging	LF	3,472,225.00	$0.05	$173,611.25	1	$173,611.25
4	Cleanup (Blow/Sweep/Vacuum)	Mile	504.05	$13.00	$6,552.65	9	$58,973.85
5	Disposal Fees (Trail Ridge Landfill)	Ton	3.00	$45.00	$135.00	9	$1,215.00
6	Disposal Fees (Old Kings Rd. Landfill)	Ton	3.00	$56.00	$168.00	9	$1,512.00
7	Disposal Fee (White Goods)	Each	5.00	$20.00	$100.00	9	$900.00
8	Disposal Fees (Tires)	Ton	1.00	$169.00	$169.00	9	$1,521.00
						PART "B" TOTAL BASE BID (ITEMS 1 - 8):	**$733,152.50**
						TOTAL BASE BID (PART "A" + PART "B"):	**$7,324,398.35**

ALTERNATE - NORTH AREA CITY ROAD RIGHT-OF-WAYS (15 CYCLES/YEAR)							
Item #	Description	Unit	Est. Quantity	Unit Price	Price / Cycle	Freq.	Extended Price
1	Litter & Debris Removal	Acre	3,017.17	$25.00	$75,429.25	15	$1,131,438.75
2	Turfgrass Maintenance	Acre	3,017.17	$44.00	$132,755.48	15	$1,991,332.20
3	Edging	LF	5,270,229.00	$0.03	$147,566.41	15	$2,213,496.18
4	Cleanup (Blow/Sweep/Vacuum)	Mile	775.95	$15.00	$11,639.25	15	$174,588.75
5	Bed Maintenance	SF	168,887.00	$0.02	$3,377.74	15	$50,666.10
6	Disposal Fees (Trail Ridge Landfill)	Ton	3.00	$45.00	$135.00	15	$2,025.00
7	Disposal Fees (Old Kings Rd. Landfill)	Ton	3.00	$56.00	$168.00	15	$2,520.00
8	Disposal Fee (White Goods)	Each	5.00	$20.00	$100.00	15	$1,500.00
9	Disposal Fees (Tires)	Ton	1.00	$169.00	$169.00	15	$2,535.00
						ALTERNATE TOTAL (ITEMS 1 - 9):	**$5,570,101.98**

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J&D Maintenance and Services of North Florida LLC

PROPOSAL SCHEDULE

Instructions:

Step 1. Enter the Unit Price for each line-item (it will autoatically calculate the other prices).
Step 2. Enter the TOTAL BASE BID (PART "A" + PART "B") on the Lines tab in 1Cloud.
Step 3. Enter the ALTERNATE TOTAL on the Lines tab in 1Cloud.

PART "A" TOTAL BASE BID - NORTH AREA CITY ROAD RIGHT-OF-WAYS (21 CYCLES/YEAR)							
Item #	**Description**	**Unit**	**Est. Quantity**	**Unit Price**	**Price / Cycle**	**Freq.**	**Extended Price**
1	Litter & Debris Removal	Acre	3,017.17	$29.00	$87,497.93	21	$1,837,456.53
2	Turfgrass Maintenance	Acre	3,017.17	$43.00	$129,738.31	21	$2,724,504.51
3	Edging	LF	5,270,229.00	$0.02	$118,053.13	21	$2,479,115.72
4	Cleanup (Blow/Sweep/Vacuum)	Mile	775.95	$1.00	$775.95	21	$16,294.95
5	Bed Maintenance	SF	168,887.00	$0.01	$2,026.64	21	$42,559.52
6	Disposal Fees (Trail Ridge Landfill)	Ton	3.00	$45.00	$135.00	21	$2,835.00
7	Disposal Fees (Old Kings Rd. Landfill)	Ton	3.00	$56.00	$168.00	21	$3,528.00
8	Disposal Fee (White Goods)	Each	5.00	$20.00	$100.00	21	$2,100.00
9	Disposal Fees (Tires)	Ton	1.00	$169.00	$169.00	21	$3,549.00
						PART "A" TOTAL BASE BID (ITEMS 1 - 9):	**$7,111,943.24**

PART "B" TOTAL BASE BID - NORTH AREA NEIGHBORHOOD MOWING (9 CYCLES/YEAR)							
Item #	**Description**	**Unit**	**Est. Quantity**	**Unit Price**	**Price / Cycle**	**Freq.**	**Extended Price**
1	Litter & Debris Removal	Acre	786.38	$30.30	$23,827.31	9	$214,445.83
2	Turfgrass Maintenance	Acre	786.38	$42.62	$33,515.52	9	$301,639.64
3	Edging	LF	3,472,225.00	$0.04	$121,527.88	1	$121,527.88
4	Cleanup (Blow/Sweep/Vacuum)	Mile	504.05	$18.48	$9,314.84	9	$83,833.60
5	Disposal Fees (Trail Ridge Landfill)	Ton	3.00	$45.00	$135.00	9	$1,215.00
6	Disposal Fees (Old Kings Rd. Landfill)	Ton	3.00	$56.00	$168.00	9	$1,512.00
7	Disposal Fee (White Goods)	Each	5.00	$20.00	$100.00	9	$900.00
8	Disposal Fees (Tires)	Ton	1.00	$169.00	$169.00	9	$1,521.00
						PART "B" TOTAL BASE BID (ITEMS 1 - 8):	**$726,594.94**
						TOTAL BASE BID (PART "A" + PART "B"):	**$7,838,538.17**

ALTERNATE - NORTH AREA CITY ROAD RIGHT-OF-WAYS (15 CYCLES/YEAR)							
Item #	**Description**	**Unit**	**Est. Quantity**	**Unit Price**	**Price / Cycle**	**Freq.**	**Extended Price**
1	Litter & Debris Removal	Acre	3,017.17	$38.00	$114,652.46	15	$1,719,786.90
2	Turfgrass Maintenance	Acre	3,017.17	$53.00	$159,910.01	15	$2,398,650.15
3	Edging	LF	5,270,229.00	$0.04	$184,458.02	15	$2,766,870.23
4	Cleanup (Blow/Sweep/Vacuum)	Mile	775.95	$12.50	$9,699.38	15	$145,490.63
5	Bed Maintenance	SF	168,887.00	$0.03	$5,066.61	15	$75,999.15
6	Disposal Fees (Trail Ridge Landfill)	Ton	3.00	$45.00	$135.00	15	$2,025.00
7	Disposal Fees (Old Kings Rd. Landfill)	Ton	3.00	$56.00	$168.00	15	$2,520.00
8	Disposal Fee (White Goods)	Each	5.00	$20.00	$100.00	15	$1,500.00
9	Disposal Fees (Tires)	Ton	1.00	$169.00	$169.00	15	$2,535.00
						ALTERNATE TOTAL (ITEMS 1 - 9):	**$7,115,377.05**

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STATEMENT OF FACTS

ITB-15663-24 (SC-0411-24)
Landscape Maintenance Services for City Road Right-of-Ways - North Service Area

The Statement of the Facts are as follows:

David Klages, Purchasing Analyst, advertised **ITB-15663-24 (SC-0411-24) Landscape Maintenance Services for City Road Right-of-Ways - North Service Area** in the Jacksonville Daily Record on May 30, 2024.

On June 5, 2024 at 10:00 a.m., a Mandatory Pre-Bid Meeting was held in the Ed Ball Building, 214 N. Hogan Street, Room 851, Jacksonville, FL 32202.

One June 5, 2024, Addendum 1 was issued to answer address questions asked during the pre-bid meeting and to provide the pre-bid meeting sign-in sheet and agenda.

On June 26, 2024, the solicitation closed with two responses received through the 1Cloud e-bidding system.

On June 27, 2024 at 5:15 p.m., David Klages forwarded the bid tabulation and the bid submittal attachments from GreenWay Lawn and Landscape, the apparent low bidder, to Dave McDaniel, Chief of the Mowing and Landscape and Maintenance Division and Russell Perry, Contract Manager for the Mowing and Landscape and Maintenance Division.

On June 28, 2024 at 11:23 a.m., David Klages forwarded the bid tabulation, the bid submittal attachments from GreenWay Lawn and Landscape, and the bid document to LaRoy Covington, Business Compliance Analyst in the Equal Business Opportunity Office (EBO), to review GreenWay's bid for compliance with the JSEB requirements of the solicitation.

On July 10, 2024, LaRoy Covington provided David Klages with a letter confirming that GreenWay's bid meets the JSEB requirements of the solicitation.

On August 13, 2024, the JPAC agenda for the August 15th JPAC meeting was posted on the City of Jacksonville's website with the stated intention of the City of Jacksonville to award the solicitation to GreenWay Lawn and Landscape.

On August 15, 2024 at 10:41 a.m., Dustin Freeman, Chief of the Procurement Division, received a formal protest via email from the law firm of Brennan, Manna, Diamond on behalf of their client, J&D Maintenance and Services of North Florida, LLC. Mr. Freeman informed everyone that the recommendation to award the solicitation to GreenWay would be pulled from the August 15, 2024 JPAC agenda. The award recommendation was officially pulled from the agenda because of the protest during the meeting.

During the August 15, 2024 JPAC meeting, representatives from GreenWay Lawn and Landscape, who were in physical attendance, asked what the protest was for. Mr. Freeman informed the representatives from GreenWay that the time for public comment had passed and that J&D Maintenance and Services requested three additional business days to provide a supplement to the formal protest.

On August 15, 2024 at 1:27 p.m., GreenWay Lawn and Landscape asked for a copy of the formal protest submitted on behalf of J&D Maintenance and Services. David Klages provided the requested information that day at 1:33 p.m.

On August 20, 2024 at 11:09 a.m., Mr. Freeman received a supplement to the formal protest via email from the law firm of Brennan, Manna, Diamond.

On August 20, 2024, a representative from GreenWay Lawn and Landscape phoned David Klages to ask about the status of the protest. Mr. Klages informed the GreenWay representative that the City had just received a supplement to the protest. On August 20, 2024 at 3:41 p.m., GreenWay Lawn and Landscape emailed David Klages requesting a copy of the supplement to the formal protest submitted on behalf of J&D Maintenance and Services. David Klages provided the requested information that day at 3:43 p.m.

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On August 22, 2024 at 3:49 p.m., Mr. Freeman denied the supplement to the protest via email to staff members of J&D Maintenance and Services of North Florida.

On August 22, 2024 at 4:10 p.m., David Klages forwarded Mr. Freeman's supplemental protest denial to GreenWay Lawn and Landscape following a phone call from GreenWay inquiring about the protest status.

On August 23, 2024, Mr. Freeman received a Request for Administrative Review of the protest from the law firm of Brennan, Manna, Diamond on behalf of J&D Maintenance and Services via email and facsimile.

On August 23, 2024 at 4:22 p.m., Mr. Freeman emailed a Notice to Appear letter to key personnel from J&D Maintenance and Services of North Florida, LLC and GreenWay Lawn and Landscape.

This concludes the statement of facts by the Procurement Division. A ruling is hereby requested based on the testimony of all parties and preponderance of evidence and information that is being presented before the committee here today.

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BMD
Brennan Manna Diamond

LISTEN. SOLVE. EMPOWER.
P: 904.366.1500 F: 904.366.1501 W: bmdpl.com
5210 Belfort Road, Suite 400, Jacksonville, Florida 32256

Matthew T. Jackson
Managing Partner
P: (904) 366-1500
F: (904) 366-1501
E: mtjackson@bmdpl.com

August 15, 2024

BY FACSIMILE AND EMAIL (dustionf@coj.net)[1]

Mr. Dustin Freeman
Chief Procurement Officer
214 N. Hogan Street, 8th Floor
Jacksonville, FL 32202
Fax: 904-255-8837

RE: Notice of Protest of Award for Landscape Maintenance Services for City Road Right-of-Ways – North Service Area

Dear Mr. Freeman:

We have the pleasure of representing J&D Maintenance and Services of North Florida, LLC ("J&D") with respect to the award of the Landscape Maintenance Services for City Road Right-of-Ways – North Service Area, Contract/Solicitation #: SC-0411-24, ITB-15663-24 (the "Bid"). Pursuant to §136.901, Part 9 of the Jacksonville Ordinance Code and the City of Jacksonville Procurement Manual, please consider this J&D's formal written protest of the award of the Bid to Greenway Lawn & Landscape, LLC ("Greenway"). J&D has standing to protest the intended award of the Bid because it responded to the bid and is aggrieved by the award to Greenway. *See* Jacksonville Ordinance Code, §126.901 (a). The protest is timely filed within forty-eight (48) hours of the posting of the Recommendation of Award issued on August 13, 2023 at 1 PM.

J&D protests the award of the Bid because Greenway has not complied with the requirements of the Bid. At the outset, "a bid containing a material variance is unacceptable…[i]t is only material if it gives the bidder a substantial advantage over the other bidders and thereby restricts or stifles competition." *Tropabest Foods, Inc. v. State, Dept. of Gen. Services*, 493 So. 2d 50, 52 (Fla. 1st DCA 1986) *citing Robinson Electrical Co., Inc. v. Dade Co*., 417 So.2d 1032, 1034 (Fla. 3d DCA 1982).

Further, a contractor who submits a bid that is accepted by an agency is "bound to perform the contract in accordance with the City's published specifications." *Tech. Sales of Jacksonville, Inc. v. City of*

[1] The Notice of Protest is filed pursuant to the procedures detailed in the City of Jacksonville's Procurement Manual allowing for delivery of a protest by hand delivery, mail or email to the Chief of Procurement at dustionf@coj.net. *See* City of Jacksonville Procurement Manual, §126.901 E. The Bid conflicts with this provision and only provides for service of a protest by hand delivery or facsimile. *See* Bid, pg. 30, § E.5.

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Jacksonville, 258 So. 2d 839, 840 (Fla. 1st DCA 1972). Greenway's bid contains material violations of the Bid specifications. Specifically, these material violations include, but are not limited to[2]:

- Greenway fails to comply with the requirements contained Part C of the Contract Terms and Conditions as it does not meet the requirement that thirty (30) percent of the project being completed by City certified JSEBS. It is not possible for Greenway to meet this required goal.

- Greenway further fails to comply with the General Requirements contained in Section 2.23.d. requiring that:

> Bidder must own, lease, or rent an interior office space and a warehouse and/or outdoor storage yard to contain the equipment by this contract at the time of the Award. The office and equipment storage must be at a location **properly zoned for commercial or industrial use by the city/county where it is located**…

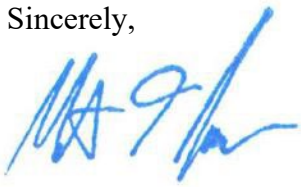
Here, Greenway does not currently meet this requirement as it does not have a current Certificate of Use ("COU") for its property. A CPU is a Zoning certificate that confirms the space the business occupies complies with three items: 1) local Zoning ordinances, 2) the Florida Fire Prevention Code, and 3) the Florida Building Code. As such, whether the property is properly zoned does not matter as it cannot be used in the manner called for by the Bid without a COU.

Accordingly, the decision to award the Bid to Greenway is in error as its proposal does not meet the minimum requirements of the Bid. Therefore, we would respectfully request that the Procurement Department reverse its decision and reject Greenway's proposal.

In addition to the above, and pursuant to City of Jacksonville Procurement Manual, § 126.901 D., J&D respectfully requests an additional three (3) business days (or until Tuesday, August 20, 2024) in which to provide supplemental documentation in support of J&D's Notice of Protest. This will allow J&D to provide additional information supporting its protest. The additional time is also imperative as the Procurement Department has not made available all of the relevant information pertaining to the Bid and responsive to J&D's previously filed public records request.

If you have any questions or concerns, please contact us at your convenience.

Sincerely,



Matthew T. Jackson

c: Darren C. Jones, Esq.

[2] J&D filed a public records request seeking all relevant documents pertaining to the Bid. To date, the Procurement Department has not responded to this request.

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Klages, David - AFPS

From: JD Nixon <jdgreenwaylawns@gmail.com>
Sent: Thursday, August 15, 2024 10:39 PM
To: Klages, David - AFPS
Cc: Dixon, Angie - AFPS; dustionf@coj.net; Freeman, Dustin - AFPS; Grant, Gregory - AFPS
Subject: Protest
Attachments: JSEB FORM 2.pdf; COMMERCIAL LEASE.pdf; JSEB FORM 1.pdf

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

We received a copy of the protest today. While we understand that the protesting party is entitled to request an additional three days, there seems to be no valid reason to grant this extension in this case. This decision prolongs the process and leads to the unnecessary use of public resources, especially since the items protested are clearly addressed in our response to the RFP.

Specifically, we provided JSEB Forms 1 and 2, which clearly show that we plan to utilize a JSEB contractor, meeting the 30 percent requirement as stipulated.

Regarding the second item of protest concerning the office/yard requirements, we have provided our commercial lease agreement, which fully complies with all listed requirements.

d. Bidder must own, lease, or rent an interior office space and a warehouse and/or outdoor storage yard to contain the equipment required by this contract at the time of the Award. The office and equipment storage must be at a location properly zoned for commercial or industrial use in the city/county where it is located. The Bidder must have a local office located in Duval, St. Johns, Nassau, Baker, or Clay County and have a local or toll-free telephone number, cell phone number, and email address where he/she may be contacted.

For clarity, I have attached the identical forms that were submitted to the city as part of our RFP. Based on this, it is evident that the protest lacks merit.

Please let me know if any questions should arise

Thank You

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BMD
Brennan Manna Diamond

LISTEN. SOLVE. EMPOWER.
P: 904.366.1500 F: 904.366.1501 W: bmdpl.com
5210 Belfort Road, Suite 400, Jacksonville, Florida 32256

Matthew T. Jackson
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August 20, 2024

BY FACSIMILE AND EMAIL (dustinf@coj.net)

Mr. Dustin Freeman
Chief Procurement Officer
214 N. Hogan Street, 8th Floor
Jacksonville, FL 32202
Fax: (904) 255-8837

RE: Supplement to Notice of Protest of Award for Landscape Maintenance Services for City Road Right-of-Ways – North Service Area

Dear Mr. Freeman:

As you know, we have the pleasure of representing J&D Maintenance and Services of North Florida, LLC ("J&D") with respect to the award of the Landscape Maintenance Services for City Road Right-of-Ways – North Service Area, Contract/Solicitation #: SC-0411-24, ITB-15663-24 (the "Bid"). We are submitting this supplement to the Notice of Protest filed on August 15, 2024 pursuant to §126.901 D of the City of Jacksonville Procurement Manual.

J&D protests the Procurement Departments intent to award the Bid to Greenway Lawn & Landscape, LLC ("Greenway") pursuant to §136.901, Part 9 of the Jacksonville Ordinance Code and the City of Jacksonville Procurement Manual. The basis of the protest is based on the following errors/inaccuracies with Greenway's Bid rendering it unresponsive. These errors/inaccuracies include the following:

1. Greenway's bid fails to meet the Bid's requirement that 30% of the project be completed by a certified JSEB;
2. Greenway fails to meet the requirement of the Bid that it has performed $2,000,000.00 in contract work over the course of the preceding two years performing maintenance on rights-of-way;
3. Greenway did not produce a valid Certificate of Use ("COU") for the property(s) it intends to use and therefore fails to meet the Bid requirements;
4. Greenway fails to provide the required Conflict of Interest certifications; and
5. Greenway fails to provide the required resumes for pesticide and herbicide technicians.

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Relevant Law

I. Uniform Bidding Specifications are Essential to Fairness of Procurement Process.

The object and purpose of competitive bidding statutes is to protect the public against collusive contracts; to secure fair competition upon equal terms to all bidders; to remove, not only collusion, but temptation for collusion and opportunity for gain at public expense; to close all avenues to favoritism and fraud in its various forms; to secure the best values at the lowest possible expense; and to afford an equal advantage to all desiring to do business with the public authorities, by providing an opportunity for an exact comparison of bids. *Wester v. Belote*, 138 So. 721, 722 (Fla. 1938). An act is contrary to competition if it (1) creates the appearance of and opportunity for favoritism; (2) erodes public confidence that contracts are awarded equitably and economically; (3) causes the procurement process to be genuinely unfair or unreasonably exclusive; or (4) is unethical, dishonest, illegal, or fraudulent. *Syslogic Tech. Servs., Inc. v. S. Fla. Water Mgmt. Dist.*, Case No. 01-4385BID (Fla. DOAH Jan. 18, 2002), *modified in part*, Case No. 2002-051 (Fla. SFWMD Mar. 6, 2002) (emphasis added).

In procurements, the public authority may not arbitrarily or capriciously discriminate between bidders or make the award on the basis of personal preference. *Hotel China & Glassware Co. v. Bd. of Pub. Instruction of Alachua County*, 130 So.2d 78, 81 (Fla. 1st DCA 1961). *See also City of Sweetwater v. Solo Constr. Corp.*, 823 So.2d 798 (Fla. 3d DCA 2002) (applying this arbitrary and capricious standard to RFPs as well as bids). Whether an evaluation committee acted arbitrarily is generally controlled by a determination of whether the committee complied with its own proposal criteria as outlined in the RFP. *Id.* at 802 (holding that the criteria espoused in the published invitation to bidders controlled the analysis of whether the city acted in an arbitrary manner).

Furthermore, ("[I]t has been generally recognized and held by the courts that it is the duty of public officers charged with the responsibility of letting contracts under the statute to adopt, in advance of calling for bids, reasonably definite plans or specifications, as a basis on which bids, may be received..... Neither can they include other reservations which by their necessary effect will render it impossible to make an exact comparison of bids.") *Id.* (*citing Clark v Melson*, 89 So. 495 (Fla. 1921)). As such, specifications for evaluation of proposals must be clear and published before a proposal is submitted, and any deviations from these specifications materially affect the fairness of the bidding process.

II. Material Deviations Cannot be Waived by the Procurement Department.

A deviation in a bid on a public project is sufficiently material to destroy its competitive character if the variation affects amount of the bid by giving bidder a benefit or advantage not enjoyed by other bidders. *Harry Pepper & Associates, Inc. v. City of Cape Coral*, 352 So.2d 1190 (Fla. 2d DCA 1977). In *Pepper*, the Second DCA held that the City had two choices in the face of a nonconforming bid: "award the contract to the next lowest bidder who met the specifications, or to reject all bids and readvertise for new ones." *Id.* This is valid and supported by more recent cases. *See Air Support*

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Services Inter., Inc. v. Dade County, 614 So. 2d 583, 584 (Fla. 3d DCA 1993) ("Public bid requirements may not be materially altered subsequent to the submission of bids."); *see also, Robinson Elec. Co. v. Dade County*, 417 So. 2d 1032 (Fla. 3d DCA 1982) (substantial irregularities in the bidding process may not be waived or altered after the submission of bids).

Further, a contract award based on known misrepresentations by a vendor could constitute arbitrary and capricious action. *Academy Express, LLC v. Broward County,* 53 So.3d 1188 (Fla. 4th DCA 2011). In *Academy Express,* Broward County was not aware of the misrepresentation until after the award. Thus, the court excused the County from committing a violation. However, when a County is aware of a misrepresentation, and ignores it, it becomes tantamount to arbitrary and capricious action. *See id.*

Argument

As referenced above, Greenway's proposal includes several deficiencies. While there are clear material deviations from the published conditions within the Bid, it is arguable that some of the deficiencies detailed herein, standing alone, may not be material deviations. However, taken together, at a minimum, these deficiencies clearly show there are material deviations within Greenways proposal.

1. JSEB Requirement.

The Bid requires the following pursuant to part C:

> The designation of this project is Participation. As such, thirty (30) percent to be performed by City certified JSEBs. The percentage may be met in any combination, however, JSEB certifications must be in effect at the time of time of Bid Opening.

Greenway's Bid includes one contractor identified as JSEB (Green Earth Landscaping ("Green Earth")) in an attempt to meet this requirement. However, Green Earth cannot supply the amount of maintenance to meet the 30% requirement contained in the Bid.

The acreage required to be maintained in the North Service Area amounts to roughly 3017 acres according to the Proposal Schedule contained in the Bid. J&D is the current vendor for the North Service Area and in fact also contracts with Green Earth to help service the current contract. Originally, J&D contracted with Green Earth to maintain roughly 140 acres but, based on Green Earth's inability to maintain this amount of acreage, this amount was reduced to its current level of 12.91 acres. *See* Attached Affidavit of Rodney D. Darnell Evans. According to its proposal therefore, Green Earth would be required to perform Turfgrass maintenance on 905 acres of right-of-way and edge 1,581,068.7 linear feet of property twenty-one times a year alone. Over one year this would amount to 19,007.1 acres of turfgrass maintenance and 33,202,442.7 linear feet of edging.

As required by the Bid, the measure of percentage is based on the total dollar value of the contract. *See* Part C., Bid. Simply taking 30% of the proposed bid price of $7,324,398.35 illustrates the fact that Greenway fails to meet the JSEB requirements. 30% of the total bid price amounts to

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$2,710,319.50 to be performed by a certified JSEB. At its proposed contract price of $38 per acre, Green Earth would have to maintain 57,113 acres of rights-of-way per year alone as opposed to the 271 acres is maintains yearly for the current vendor. Green Earth could not maintain 140 acres under the current contract but is now representing it will maintain 905 acres? Simply put, Greenway's bid fails to meet the JSEB requirement contained in the Bid.

The failure to meet this goal is material in that the JSEB is not a goal, it is "Participation." As the 30% required participation has not been met at the time of the Bid opening, Greenway's proposal is a material deviation from the Bid's specifications and must be rejected.

2. Greenway's Bid Fails to Meet the Requirements Contained within 2.2 Section 2, 3.b. of the Bid.

Paragraph 3.b. of 2.2 Section 2 of the Bid states the following:

> b. Bidder must have been actively engaged in the field of commercial landscape maintenance or City, County, or State RoW mowing for at least three (3) consecutive years and must have successfully completed a year-long accumulative commercial landscape maintenances or City, County, or State RoW mowing contract(s) in the last year with a minimum annual (per year) aggregate billing value of two million dollars ($2,000,000). All work billed shall be for landscape maintenance services or City, County, or State ROW mowing only. **Bidder must include documentation in the form of a fully signed contract(s), invoices, and/or tax documents to be considered for award**.

At the prebid meeting, the question of whether the experience called for in the above section was specific to right-of-way maintenance as opposed to general commercial lawn maintenance. It was made clear by Procurement that a bidder must be engaged in right-of-way maintenance amounting to $2,000,000 over the course of the previous three (3) years. Greenway's bid fails to meet this requirement.

Although Greenway provides three references totaling $3,262,779, it is clear these contracts do not involve right-of-way maintenance exclusively, if at all. The first contract is for City Parks in the North Service Area. While there may be right-of-way maintenance within this contract, Greenway does not specify how much of this contract involves right-of-way maintenance. The other two business references involve commercial mowing contracts of relatively small amounts. It is doubtful any of these contracts involve right-of-way maintenance and regardless, Greenway fails to specify a percentage of work dedicated to the required experience. Simple math suggests that even if there was right-of-way maintenance contained in this contract, it does not amount to what would be 61% of the total value of the three contracts.

Greenway does not have the required experience pursuant to the Bid and is likewise a material deviation. Therefore, Greenway's bid must be rejected.

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3. Greenway Does Not Meet the Requirements Contained Within 2.2 Section 2, 3.d. of the Bid.

Paragraph 3.d. of 2.2 Section 2 of the Bid states the following:

> d. Bidder must own, lease, or rent an interior office space and a warehouse and/or outdoor storage yard to contain the equipment required by this contract at the time of the Award. The office and equipment storage must be at a location properly zoned for commercial or industrial use in the city/county where it is located. The Bidder must have a local office located in Duval, St. Johns, Nassau, Baker, or Clay County and have a local or toll-free telephone number, cell phone number, and email address where he/she may be contacted.

While J&D does not question whether Greenway meets the requirement that it maintain a local office located in one of the numerated counties, it does question whether Greenway complies with the requirement that the equipment storage must be at a location properly zoned for commercial or industrial use.

A COU is a Zoning certificate that confirms the space the business occupies complies with three items: 1) local Zoning ordinances, 2) the Florida Fire Prevention Code, and 3) the Florida Building Code. As such, whether the property is properly zoned does not matter as it cannot be used in the manner called for by the Bid without a COU. A search of the public records indicates that Greenway does not have a Certificate of Use for any property it owns or leases in the required area. In fact, the search indicates that Greenway attempted to procure a COU on a number of occasions:

- 4930 Spring Park Rd Jacksonville, Fl 32207—Greenway applied for a COU for this location in 2019 but was not denied.
- 2830 Hilsdale Harbor Way Jacksonville, Fl 32216—No COU ever applied for.
- 10244 Beach Blvd Jacksonville, Fl 32246—A COU exists for this property but only as to a company called Greenway Auto Sales.
- 2820 Spring Glen Rd. Jacksonville, Fl 32207 – A COU exists for this property but only for an entity called FL Pest Control.
- 1763 East Road Jacksonville, Fl 32216 – Greenway applied for a COU in 2019 but was denied.

Greenway does not currently meet this requirement as it does not have a current COU and therefore fails to meet a material condition of the Bid. As such, it must be rejected.

4. Other Deviations.

Greenways bid fails to meet other requirements of the Bid. Taken individually, it is admitted that these deviations may not rise to the level of materiality. However, coupled with the material deviations, these deviations require that Greenways proposal be rejected.

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First, section 2.2 6 requires vendors to complete and submit the attached Conflict of Interest Statement. A review of Greenways proposal indicates that it failed to provide the required forms. Second, the Bid requires that vendors provide the name and contract information for at least one pest control technician and one herbicide technician. Importantly, the Pest Control and Herbicide Technician Form states that "A copy of the licenses and resumes of said individuals must be included as part of the bid submittal." Greenway supplies the names of a pest control and herbicide technicians but fails to include the required resumes other than a short statement that the individuals have years of experience with no supporting details.

Again, while these deviations, standing alone, may not be considered material, combining them with the material deviations contained herein requires Greenways proposal be rejected.

Prayer for Relief and Reservation of Rights

We thank you again for you and your team's consideration of this formal protest. While J&D reserves all of its rights as it pertains to the award of the Landscape Maintenance Services for City Road Right-of-Ways – North Service Area, it is appreciative of the Procurement Department's careful review of the issues raised herein and is eager to continue to provide service to the City of Jacksonville in the North Service Area.

If you have any questions or concerns, please contact us at your convenience.

Sincerely,

Matthew T. Jackson

Enclosures

c: Darren C. Jones, Esq.
Pinkstaff, Tiffiny, Esq., (tpinkstaff@coj.net)
Reingold, Dylan, Esq. (DReingold@coj.net)

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AFFIDAVIT OF RODNEY D. EVANS

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Florida, personally appeared, Darnell Evans, who being by me first duly sworn, deposes and says that:

1. I am over the age of 18 and competent to testify to the matters stated in this Affidavit.

2. I am the owner and manager of J&D Maintenance of North Florida, LLC ("J&D")

3. J&D is the current contractor for Landscape Maintenance Services for City Road Right-of-Ways-North Service Area (the "Contract").

4. J&D contracts with Green Earth Landscaping ("Green Earth") to perform some of the required maintenance pursuant to the Contract.

5. Originally, J&D offered 140 acres of landscape maintenance to Green Earth pursuant to the Contract at $37.40 per acre.

6. Shortly thereafter, Green Earth approached J&D and, due to the inability to maintain 140 acres, reduced its maintenance responsibilities to 12.91 acres.

7. Green Earth continues to maintain only 12.91 acres under the current Contract.

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FURTHER AFFIANT SAYETH NOT.

Rodney D. Evans

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 20 day of August, 2024, by Darnell Evans, ☒ who is personally known to me or ☐ who has produced _____ as identification.

[Seal]

Notary Public
Print Name: Rachel Hunter
My commission expires: Aug 9, 2026

RACHEL HUNTER
Commission # HH 298964
Expires August 9, 2026

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Klages, David - AFPS

From: Freeman, Dustin - AFPS
Sent: Thursday, August 22, 2024 3:49 PM
To: revans@janddmaintenance.com; office@janddmaintenance.com
Cc: Pinkstaff, Tiffiny - GCGA; Waremburg, Robert - AFPS; Klages, David - AFPS; Leslie-Burney, Annette - AFPS; McDaniel, Dave - PWML; Perry, Russell - PWML; Amelia A. Phillips; Darren C. Jones; Matthew T. Jackson
Subject: ITB-15663-24 (SC-0411-24) Protest: Chief of Procurements Decision
Attachments: Supplement to Notice of Protest - JD Maintenance and Services of North Florida LLC Solicitation No. SC-0411-24.pdf; Notice of Protest - J&D Maintenance and Services of North Florida, LLC Solicitation No. SC-0411-24.pdf

Good day, Pursuant to 126.901 (G) (1) and based on the below, I respectfully deny your timely filed protest to the City's intended decision to award to the lowest responsive responsible bidder GreenWay Lawn and Landscape regarding ITB-15663-24 (SC-0411-24) Landscape Maintenance Services for City Road Right-of-Ways - North Service Area.

Basis of Protest:

1. **Greenway's bid fails to meet the Bid's requirement that 30% of the project be completed by a certified JSEB.** *GreenWay did include a JSEB subcontractor (Green Earth Landscaping) in their bid submittal. Furthermore, EBO provided a signed concurrence letter that GreenWay satisfies the JSEB requirements of the solicitation. GreenWay is also a new certified JSEB that possesses the required qualifying commodity code (988.36).*

2. **Greenway fails to meet the requirement of the Bid that it has performed $2,000,000.00 in contract work over the course of the previous three years performing maintenance on right of-way**; *The requirement clearly states: (1) Bidder must have been actively engaged in the field of commercial landscape maintenance <u>or</u> City, County, or State right-of-way mowing for at least three (3) consecutive years; <u>and</u> (2) Bidder must have successfully completed a year-long accumulative commercial landscape maintenance <u>or</u> City, County, or State right-of-way mowing contracts in the <u>last year</u> with a minimum annual (per year) aggregate billing value of two million dollars ($2,000,000). GreenWay has executed City of Jacksonville contracts that show they meet both requirements.* ***NOTE:*** *Per the Mandatory Pre-Bid Agenda, nothing expressed or implied during this meeting that contradicts the bid documents is official unless it is posted in an addendum. This requirement was never changed by issuance of an addendum.*

3. **Greenway did not produce a valid Certificate of Use ("COU") for the property(s) it intends to use and therefore fails to meet the Bid requirements.** *The requirement to own, rent, or lease a warehouse and/or outdoor storage yard properly zoned for commercial or industrial use does not stipulate that bidders also provide a valid COU. The Duval County property appraiser's website confirms that the address they provided is zoned for commercial use.*

4. **Greenway fails to provide the required Conflict of Interest certifications;** *The City's eProcurement SaaS (1Cloud) only requires suppliers to acknowledge that there is no Conflict of Interest, which GreenWay did. GreenWay did in fact attach a signed Conflict of Interest certificate that procurement checked while evaluating their bid but did not save while downloading their attachments because they acknowledged that there is no conflict.*

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5. **Greenway fails to provide the required resumes for pesticide and herbicide technicians.** *GreenWay provided the Pest Control and Herbicide Technician form, provided copies of their State of Florida pest control licenses, and included a summary of their experience.*

As per 126.901 (G) (2), The Protestant shall have forty-eight (48) hours after receiving the written decision via email from the Chief or his/her designee to timely file a protest seeking JPACs administrative review of the originally filed protest. This protest shall follow the same methods of format and delivery previously used for the original protest.

Respectfully,

Dustin L. Freeman
Chief of Procurement
Procurement Division | Office of Administrative Services
214 N. Hogan Street, Suite 800, Jacksonville, FL 32202
Ph. 904-255-8811 | Email: dustinf@coj.net

A NEW DAY.

****** Florida has a very broad public records law. As a result, any written communication created or received by City of Jacksonville officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone. ******

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BMD
Brennan Manna Diamond

LISTEN. SOLVE. EMPOWER.
P: 904.366.1500 F: 904.366.1501 W: bmdpl.com
5210 Belfort Road, Suite 400, Jacksonville, Florida 32256

Matthew T. Jackson
Managing Partner
P: (904) 366-1500
F: (904) 366-1501
E: mtjackson@bmdpl.com

August 23, 2024

BY FACSIMILE AND EMAIL (DustinF@coj.net)

Mr. Dustin Freeman
Chief Procurement Officer
214 N. Hogan Street, 8th Floor
Jacksonville, FL 32202
Fax: (904) 255-8837

RE: Request for Administrative Review of Protest of Award for Landscape Maintenance Services for City Road Right-of-Ways – North Service Area

Dear Mr. Freeman:

As you know, we have the pleasure of representing J&D Maintenance and Services of North Florida, LLC ("J&D") with respect to the award of the Landscape Maintenance Services for City Road Right-of-Ways – North Service Area, Contract/Solicitation #: SC-0411-24, ITB-15663-24 (the "Bid"). In response to the August 22, 2024 written denial of the protest filed on behalf of J&D and pursuant to §126.901 (G) (2) of the City of Jacksonville Procurement Manual, J&D respectfully request a review of the above referenced protest by the Jacksonville Procurement Awards Committee (JPAC").

As counsel for J&D, I respectfully request that the JPAC hearing be held on or after September 5, 2024 as I am currently scheduled to be in trial on August 29, 2024 in Volusia County, Florida. Your consideration of this request is appreciated.

If you have any questions or concerns, please contact us at your convenience.

Sincerely,

Matthew T. Jackson

c: Darren C. Jones, Esq.
Pinkstaff, Tiffiny, Esq., (tpinkstaff@coj.net)
Reingold, Dylan, Esq. (DReingold@coj.net)

Docusign Envelope ID: 32FC0A28-7085-429A-9C1C-1843BC7BC68B

Klages, David - AFPS

From: Freeman, Dustin - AFPS
Sent: Friday, August 23, 2024 4:22 PM
To: office@janddmaintenance.com; revans@janddmaintenance.com
Cc: Reingold, Dylan - GCGA; Darren C. Jones; Pinkstaff, Tiffiny - GCGA; Amelia A. Phillips; Matthew T. Jackson; Leslie-Burney, Annette - AFPS; Waremburg, Robert - AFPS; McDaniel, Dave - PWML; Perry, Russell - PWML; Sickler, Nina - PWOD; Grant, Gregory - AFPS; jdgreenwaylawns@gmail.com; Taylor, Kim - CCCA; Klages, David - AFPS; Long, Steve - PWOD; Reichard, Richard - OAS
Subject: Notice to Appear: Protest of Award for Landscape Maintenance Services for City Road Right-of-Ways - North Service Area
Attachments: Request for Administrative Review of Protest of Award for Landscape Maintenance Services for City Road Right-of-Ways North Service Area 08.23.24.pdf; Notice to Appear - ITB-15663-24 _JPAC_Protest.pdf; Notice of Protest - J&D Maintenance and Services of North Florida, LLC Solicitation No. SC-0411-24.pdf; Supplement to Notice of Protest - JD Maintenance and Services of North Florida LLC Solicitation No. SC-0411-24.pdf; ITB-15663-24 (SC-0411-24) Protest: Chief of Procurements Decision

Follow Up Flag: Follow up
Flag Status: Flagged

Good day – Please find attached a notice to appear before the Jacksonville Procurement Awards Committee (JPAC) scheduled for 29 Aug 2024 at 1:00 PM EST.

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

Respectfully,

Dustin L. Freeman
Chief of Procurement
Procurement Division | Office of Administrative Services
214 N. Hogan Street, Suite 800, Jacksonville, FL 32202
Ph. 904-255-8811 | Email: dustinf@coj.net

A NEW DAY.

****** Florida has a very broad public records law. As a result, any written communication created or received by City of Jacksonville officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone. ******

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City of Jacksonville, Florida

Donna Deegan, Mayor

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

A NEW DAY.

August 23, 2024

VIA EMAIL:

Matthew T. Jackson, Esq.
5210 Belfort Road, Suite 400
Jacksonville, FL 32256
mtjackson@bmdpl.com

Re: Protest: ITB-15663-24 (SC-0411-24) Landscape Maintenance Services for City Road Right-of-Ways – North Service Area

Dear Mr. Jackson:

I am in receipt of your Administrative Review Protest Letter filed on behalf of J&D Maintenance and Services of North Florida, LLC received on August 23, 2024, for the above referenced bid. Accordingly, we request that you and/or a representative of your firm appear before the Jacksonville Procurement Awards Committee (JPAC) on Thursday, August 29, 2024, 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 JPAC 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,

Dustin Freeman
Chief, Procurement Division

cc: Robert Waremburg, Senior Manager of Procurement Services
Annette Burney, COJ Manager of Purchasing Services
Dave McDaniel, Chief, Mowing and Landscape Maintenance Division
Nina Sickler, Director of Public Works
Gregory Grant, COJ JSEB Administrator
Council Auditor
Bid File