SUBJECT: JANITORIAL SERVICES FOR THE DUVAL COUNTY COURTHOUSE COMPLEX

BID #: ESC-0258-22

OPEN DATE: 2021-08-25

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT – OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022, WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 8 NUMBER RECEIVED: 4 OTHER: 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to enter into contract negotiations with the highest ranking firm, ISS Facility Services, Inc., for Janitorial Services for the Duval County Courthouse Complex. Negotiations are being requested to determine if bid prices can be brought more in line with the budget. Upon completion of negotiation, a recommendation will be presented to the committee for review and approval.

ATTACHMENTS: Recommendation Memo, Evaluation Matrix, Section 2.6

ANALYST: _____
BRYAN MATUS

RESPECTFULLY SUBMITTED: _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal, Chief, Public Buildings Division

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

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Public Buildings Division
555 W. 44th Street
Jacksonville, FL 32208
(904) 255-4343
www.coj.net

ONE CITY. ONE JACKSONVILLE

September 29, 2021

MEMORANDUM

TO: Competitive Sealed Proposals Evaluation Committee (CSPEC)

ATTN: Gregory W. Pease, Chief, Procurement Division

THRU: John P. Pappas, P.E., Director

FROM: Roy Birbal, Chief

SUBJECT: ESC-0258-22: Janitorial Services For The Duval County Courthouse Complex
Request to Conduct Post Bid / Pre Award Price Negotiations

The Public Buildings Division recommends approval to enter into Post Bid / Pre Award price negotiations with the number one ranked contractor, ISS Facility Services, Inc. to determine if bid prices can be brought more in line with the FY22 budget.

Your assistance in concurring with this recommendation would be appreciated. If you have any questions or concerns regarding this matter, please contact Jim Lange at 904-255-4340.

cc: Steve Schlessinger, Public Works Contracts & Finance Manager
Bryan Matus, Procurement Analyst
Jim Lange, Contract Administration Coordinator

Attachment: Grading Evaluation Results

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Bid. ESC-0258-22 JANITORIAL SERVICES FOR DUVAL COUNTY COURTHOUSE COMPLEX							
Contractor Names		PRICE	COMPETENCE	EXPERIENCE/PAST RECORD OF PERFORMANCE	FINANCIAL RESPONSIBILITY	TOTAL POINTS	Average
LLL Services Company	Frank Mashuda	12	20	15	3	50	
	Jim Lange	12	18	15	6	51	
	Jeremy Wright	12	10	10	5	37	51.60
	Reginald Exum	12	20	20	8	60	
	Gene Trevail	12	20	20	8	60	
Ecobrite Services	Frank Mashuda	30	25	20	7	82	
	Jim Lange	30	22	20	10	82	
	Jeremy Wright	30	25	22	8	85	84.60
	Reginald Exum	30	22	23	9	84	
	Gene Trevail	30	27	25	8	90	
D & A Building Services Inc.	Frank Mashuda	21	27	28	5	81	
	Jim Lange	21	26	25	8	80	
	Jeremy Wright	21	22	20	9	72	77.00
	Reginald Exum	21	23	24	8	76	
	Gene Trevail	21	25	25	5	76	
ISS Facility Services	Frank Mashuda	22	30	30	10	92	
	Jim Lange	22	30	30	7	89	
	Jeremy Wright	22	30	20	10	82	
	Reginald Exum	22	25	30	10	87	88.20
	Gene Trevail	22	29	30	10	91	

Bid: ESC-0258-22 JANITORIAL SERVICES FOR DUVAL COUNTY COURTHOUSE COMPLEX

Contractor Names		PRICE	COMPETENCE	EXPERIENCE/PAST RECORD OF PERFORMANCE	FINANCIAL RESPONSIBILITY	TOTAL POINTS	Average
LLL Services Company	Frank Mashuda	12	20	15	3	50	51.60
	Jim Lange	12	18	15	6	51	
	Jeremy Wright	12	10	10	5	37	
	Reginald Exum	12	20	20	8	60	
	Gene Trevail	12	20	20	8	60	
Ecobrite Services	Frank Mashuda	30	25	20	7	82	84.60
	Jim Lange	30	22	20	10	82	
	Jeremy Wright	30	25	22	8	85	
	Reginald Exum	30	22	23	9	84	
	Gene Trevail	30	27	25	8	90	
D & A Building Services Inc	Frank Mashuda	21	27	28	5	81	77.00
	Jim Lange	21	26	25	8	80	
	Jeremy Wright	21	22	20	9	72	
	Reginald Exum	21	23	24	8	76	
	Gene Trevail	21	25	25	5	76	
ISS Facility Services	Frank Mashuda	22	30	30	10	92	88.20
	Jim Lange	22	30	30	7	89	
	Jeremy Wright	22	30	20	10	82	
	Reginald Exum	22	25	30	10	87	
	Gene Trevail	22	29	30	10	91	

1) One (1) original signed version of its Response clearly marked as "ORIGINAL." The Response must be signed by an officer or employee having authority to legally bind Contractor.

2) Five (5) hard copies of the entire Response.

3) One (1) digital scanned copy (in .pdf format) of entire Response on a CD-ROM or flashdrive. Large files may be scanned as several separate PDF files.

4) One (1) REDACTED scanned copy of the Response (if necessary pursuant to Section 2.12). This copy should be marked "Confidential – Trade Secret" or something comparable to alert the reader of Contractor's claim of a public records exemption.

All copies are to be placed in a sealed package. The outside must be marked with (i) the RFP title and number, and (ii) Contractor's name, address, contact person, and telephone number.

It is the sole responsibility of each Contractor to assure all copies are EXACT duplicates of the original Response. Photocopies or CD copies will be used for the purpose of evaluating the Responses. Any information contained in the original Response which has not been transferred to the CDs or photocopies will NOT be considered. The original document will be used solely for official record keeping and auditing purposes.

2.5 **Evaluation of Responses.**

A. Buyer will determine the qualifications, interest and availability of Contractors by reviewing all Responses and, when deemed necessary in the sole discretion of Buyer, by conducting formal interviews of selected Contractors that are determined to be the best qualified based upon evaluation of the Responses.

B. The determination of which Contractors are "best qualified" will be based upon the criteria set forth in the RFP.

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

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

2.6 **Award of Contract.**

A. The process for contract award is set forth in Jacksonville Ordinance Code Section 126.204. Generally, the City will award the Contract to the responsible and responsive proposer(s) whose Response is determined in writing to be the most advantageous to the City of Jacksonville, based solely on the relative importance assigned to price and of the criteria set forth in Attachment B. The award may be contingent on the outcome of direct negotiations under Sections 126.201(d)(4) and 126.201(n), *Ordinance Code.*

B. Buyer may make an award within sixty (60) days after the date of the Responses are due, during which period the Responses shall remain firm and shall not be withdrawn. Any

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

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

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

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

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

2.8 **Public Meetings and Special Accommodations.** Any meetings of the RFP evaluation committee (i.e., the Professional Services Evaluation Committee), shall be noticed on Buyer's website and shall comply with Florida's Open Meetings Laws. Please contact the Contact Person if you are uncertain of Buyer's website address or if you experience problems accessing it. Persons requiring a special accommodation because of a disability should contact the Contact Person identified in Section 1 at least forty-eight (48) hours prior to the meeting.

2.9 **Ex-Parte Communications.** Communications regarding the RFP by a potential vendor, service provider, bidder, lobbyist or Contractor to City employees, staff, or hired Contractors are prohibited. This prohibition includes communications with the Buyer's Office of General Counsel unless the Contact Person has authorized those communications in advance. Violations may result in the rejection/disqualification of a Response.

These prohibitions on ex-parte communications do not apply to the following:

- Communications regarding the RFP to the Chief of Procurement Division or the Contact Person provided the communication is limited strictly to matters of process or procedure already contained in the RFP.
- Communications with the City employee responsible for administering the Jacksonville Small Emerging Business Program provided the communication is limited strictly to matters of programmatic process or procedures.