SUBJECT: LANDSCAPE MAINT. SVCS. FOR CITY PARKS, PRESERVATION PARKS, AND CEMETERIES – RE-BID

BID #: ESC-0019-22 **OPEN DATE:** 12/01/2021

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: EVALUATED BID – TWO (2) YEARS FROM DATE OF CONTRACT EXECUTION WITH TWO (2) TWO (2) YEAR RENEWAL OPTIONS

AGENCY: DEPARTMENT OF PUBLIC WORKS – MOWING AND LANDSCAPE MAINTENANCE DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 15 **NUMBER RECEIVED:** 4 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Request approval to change the time period for unit price adjustments in Section 1.29(c) from June to four (4) months prior to contract renewal to better align with the contract term.

Recommend approval to utilize the first two-year renewal option with J&D Maintenance and Services of North Florida LLC (contract #71661-22) in the not-to-exceed expenditure amount of $5,300,000.00, which includes a negotiated 12% CPI unit price increase. Total revised not-to-exceed award amount will be $8,701,637.68. Period of service will be from March 30, 2024 through March 29, 2026 with one (1) two-year renewal option remaining.

This award will be funded from various agency accounts, executed by formal contract amendment #2 through the Office of General Counsel, and processed via Purchase Order(s).

ATTACHMENTS: Recommendation Memo, Supplier's Letter, CPI Rates, Revised Unit Prices, Section 1.3 Term of Agreement, Section 1.29 Unit Price Adjustments, Previous Awards

ANALYST: _____
DAVID KLAGES

RESPECTFULLY SUBMITTED: _____
RW DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: DAVE MCDANIEL, CHIEF, MOWING & LANDSCAPE MAINTENANCE DIVISION

(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 _____

City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works

Mowing & Landscape Maintenance Division
609 St. Johns Bluff Road, N.
Jacksonville, FL 32225
(904) 255-4299
Jacksonville.gov

A NEW DAY.

MEMORANDUM

TO: **Dustin L. Freeman, Chief**
Procurement Division

THRU: **Nina Sickler, Director**
Public Works Department

FROM: **Dave McDaniel, Chief**
Mowing and Landscape Maintenance Division

SUBJECT: **Amendment #2 to Contract #71661-22, ESC-0019-22**
J&D Maintenance and Services of North Florida, LLC
Landscape Maintenance Services for City Parks, Preservation Parks, and Cemeteries
South Service Area

DATE: **January 17, 2024**

The Department of Public Works, Mowing and Landscape Maintenance Division has received a request from J&D Maintenance and Services of North Florida, LLC to exercise the first two-year renewal option for the referenced contract.

Additionally, J&D Maintenance and Services of North Florida, LLC has agreed to a modification of Item 1.29 UNIT PRICE ADJUSTMENTS, Paragraph C of the referenced contract which would allow price increases to be effective at the time of renewal (see attached).

Accordingly, we recommend approval of the first, two-year renewal option, the contract modification, and a negotiated 12% Unit Price Increase based on the modified adjustment formula which resulted in a 12.06% CPI adjustment:
299.394 - 267.160 / 267.160 = 12.06%.

The renewal period will be from March 30, 2024, through March 29, 2026, with an increase in the NTE amount of $5,300,000.00. The new NTE amount will be $8,701,637.68.

Funding will continue to be encumbered by individual releases against POA-71661-22 dependent on funding, the appropriate account and fiscal year with a formal contract amendment executed through the Office of General Counsel.

Please contact Russ Perry at 255-4306 with questions or concerns.

Attachments:

- Supplier Letter
- BLS-CPI Releases Published in November 2023 and 2021
- Exhibit 1 (Price Increase data)
- Prior Awards

cc: Tammy Duggan

J&D MAINTENANCE AND SERVICES OF NORTH FLORIDA, LLC
PO BOX 37389
JACKSONVILLE, FLORIDA 32236
TELEPHONE (904) 384-8411
FAX (904) 387-0851

Mr. Russell Perry
Contract Manager
City of Jacksonville
Mowing & Landscape Maintenance Division
609 St. Johns Bluff Road N.
Jacksonville, FL 32225

Date: January 11, 2024

RE: ESC-0019-22 / City Contract 71661-22
Landscape Maintenance Services for City Parks, Preservation Parks and Cemeteries - Rebid

- First 2-Year Renewal
- Modification to Unit Price Adjustment Provision
- CPI Unit Price Adjustment Request

Mr. Perry,

J&D Maintenance & Services of North Florida, LLC is agreeable to the following two items in connection with the above agreement:

1) Entering the first of two 2-Year renewal options of ESC-0019-22 and Contract 71661-22 for the period of March 30, 2024 through March 29, 2026.

2) A modification to ESC-0019-22 Item 1.29 UNIT PRICE ADJUSTMENTS Paragraph C as described below:

   FROM:
   The CONTRACTOR's request for a price increase will be based solely upon the percentage change of the Consumer Price Index for all Urban Consumers-South Region All Items, (Series CUUR0300SAO). The June CPI of the current year compared to total percentage change in the June CPI for the two previous years will be used to determine the amount of the price increase request. The City reserves the right to decline any price increase request.

   TO:
   The CONTRACTOR's request for a price increase will be based solely upon the published percentage change for the month that falls four (4) months prior to the renewal date, using the Consumer Price Index for all Urban Consumers-South Region All Items, (Series CUUR0300SAO) each year of the previous two years, compounded annually. If the City agrees to a price increase, the new Unit Prices will be determined by using the current Unit Prices in place at time of renewal and adjusting them by the amount of the agreed upon increase percentage. (Example: With the renewal date of March 30, the CPI percentage change published four (4) months prior to the renewal (November) will be utilized). The City reserves the right to decline any price increase request.

Also, we kindly request the City consider allowing a CPI Unit Price increase of 12% for the first 2-Year renewal period based on the above modified adjustment formula resulting in a 12.06% CPI price increase as shown below:
299.394 - 267.160 / 267.160 = 12.06%.

Sincerely,

BLS
BUREAU OF LABOR STATISTICS
U.S. DEPARTMENT OF LABOR

CONSUMER PRICE INDEX

October 2023

SOUTHEAST INFORMATION OFFICE • Atlanta, Ga. • 404-893-4222 • bls.gov/regions/southeast

For release: Tuesday, November 14, 2023

Group	All urban consumers			Wage earners & clerical workers		
	Index	Percent change		Index	Percent change	
		Oct 22 to Oct 23	Sep 23 to Oct 23		Oct 22 to Oct 23	Sep 23 to Oct 23
U.S. City Average[1]						
All items (1982-84=100)	307.671	3.2	0.0	302.071	3.1	-0.1
All items (1967=100)	921.645	-	-	899.779	-	-
Food and beverages	323.262	3.3	0.3	322.903	3.5	0.3
Housing	323.964	5.2	0.1	320.321	5.2	0.2
Apparel	132.786	2.6	-0.3	132.788	2.8	-0.4
Transportation	270.027	0.8	-0.9	275.026	1.1	-1.2
Medical care	549.762	-0.8	0.2	556.613	-1.2	0.5
Recreation[2]	136.726	3.2	0.0	129.744	2.5	-0.1
Education & communication[2]	145.295	0.9	-0.2	130.256	0.4	-0.3
Other goods and services	546.825	6.2	0.6	602.208	5.9	0.8
South[1]						
All items (1982-84=100)	299.394	3.7	-0.1	294.801	3.5	-0.1
All items (1977=100)	485.659	-	-	477.463	-	-
Food and beverages	318.300	3.4	0.3	317.795	3.5	0.4
Housing	304.236	5.9	0.1	305.278	5.9	0.2
Apparel	143.513	3.2	0.3	142.935	3.1	0.2
Transportation	269.936	1.5	-1.3	269.650	1.9	-1.7
Medical care	520.015	-0.8	0.9	534.194	-0.8	1.3
Recreation[2]	136.498	3.3	0.1	129.012	2.3	-0.1
Education & communication[2]	140.500	1.2	-0.3	122.189	0.2	-0.5
Other goods and services	518.550	5.2	0.3	563.970	4.7	0.5

Group	All urban consumers			Wage earners & clerical workers		
	Index	Percent change		Index	Percent change	
		Oct 22 to Oct 23	Aug 23 to Oct 23		Oct 22 to Oct 23	Aug 23 to Oct 23
Atlanta-Sandy Springs-Roswell[1]						
All items (1982-84=100)	306.435	3.2	-0.6	300.031	3.5	-0.8
All items (1967=100)	924.115	-	-	907.184	-	-
Food and beverages	322.711	4.7	1.0	321.620	5.5	1.1
Housing	328.909	5.1	-0.7	328.721	5.8	-0.8
Apparel	160.549	-1.2	0.1	162.968	-0.1	-1.0
Transportation	273.682	0.0	-3.3	267.118	1.4	-3.5
Medical care	-	-	-	-	-	-
Recreation[2]	99.056	1.4	1.4	90.798	1.4	0.5
Education & communication[2]	141.394	1.6	-0.5	121.376	0.8	-0.7
Other goods and services	498.389	6.7	1.6	584.924	6.9	1.6
Miami-Fort Lauderdale-West Palm Beach[1]						
All items (1982-84=100)	341.180	7.4	0.5	336.359	7.6	0.4
All items (1977=100)	549.934	-	-	546.580	-	-
Food and beverages	322.632	4.6	0.8	321.861	4.4	0.8
Housing	383.480	10.7	1.1	382.552	10.9	1.1
Apparel	160.054	13.5	-2.9	172.536	11.9	-4.0
Transportation	281.604	4.8	-0.8	296.872	6.3	-1.3
Medical care	608.138	-1.2	0.5	626.453	-1.6	0.3
Recreation[2]	136.553	3.7	0.6	122.736	3.6	1.1
Education & communication[2]	133.633	3.0	-0.7	125.223	2.7	-0.9
Other goods and services	459.396	6.3	1.2	443.939	4.5	1.3

[1]Indexes on a December 1982-84=100 base, unless otherwise noted
[2]Indexes on a December 1997=100 base.
- Data not available.
*Full surveys for Atlanta-Sandy Springs-Roswell and Miami-Fort Lauderdale-West Palm Beach are compiled every two months and are published for February, April, June, August, October, and December.

BLS
BUREAU OF LABOR STATISTICS
U.S. DEPARTMENT OF LABOR

CONSUMER PRICE INDEX

October 2021

SOUTHEAST INFORMATION OFFICE • Atlanta, Ga. • 404-893-4222 • bls.gov/regions/southeast

For release: Wednesday, November 10, 2021

Group	All urban consumers			Wage earners & clerical workers		
	Index	Percent change		Index	Percent change	
		Oct 20 to Oct 21	Sep 21 to Oct 21		Oct 20 to Oct 21	Sep 21 to Oct 21
U.S. City Average[1]						
All items (1982-84=100)	276.589	6.2	0.8	271.552	6.9	0.9
All items (1967=100)	828.538	-	-	808.869	-	-
Food and beverages	282.943	5.1	0.9	282.495	5.3	0.9
Housing	285.310	4.5	0.6	281.548	4.5	0.6
Apparel	124.323	4.3	0.7	124.010	4.5	0.8
Transportation	241.042	18.7	2.0	245.569	20.9	2.1
Medical care	527.564	1.3	0.5	535.167	1.2	0.6
Recreation[2]	127.301	3.9	0.7	121.258	3.5	0.5
Education & communication[2]	143.974	1.8	0.1	130.890	1.2	0.1
Other goods and services	483.592	4.2	0.8	533.907	4.6	0.9
South[1]						
All items (1982-84=100)	267.160	6.6	1.0	263.514	7.2	1.0
All items (1977=100)	433.371	-	-	426.791	-	-
Food and beverages	278.215	4.9	1.0	277.510	5.1	1.1
Housing	262.273	4.5	0.5	262.360	4.4	0.5
Apparel	131.939	4.5	0.8	131.164	5.5	0.7
Transportation	242.844	19.8	2.6	244.022	21.9	2.7
Medical care	502.016	2.2	0.8	514.088	2.3	1.0
Recreation[2]	127.743	3.9	0.3	121.761	3.1	-0.1
Education & communication[2]	139.465	2.5	0.2	123.752	1.7	0.1
Other goods and services	460.236	3.3	0.5	500.828	3.2	0.4

Group	All urban consumers			Wage earners & clerical workers		
	Index	Percent change		Index	Percent change	
		Oct 20 to Oct 21	Aug 21 to Oct 21		Oct 20 to Oct 21	Aug 21 to Oct 21
Atlanta-Sandy Springs-Roswell[1]						
All items (1982-84=100)	268.362	7.9	1.5	263.664	7.7	1.3
All items (1967=100)	809.299	-	-	797.226	-	-
Food and beverages	274.944	2.4	1.3	269.807	2.4	1.1
Housing	276.960	6.0	1.7	274.266	5.9	1.8
Apparel	149.834	11.0	0.4	149.428	9.7	0.0
Transportation	246.931	21.3	3.0	242.525	21.2	2.2
Medical care	497.957	2.4	0.5	491.330	2.6	0.5
Recreation[2]	89.818	8.0	-0.9	83.500	6.6	-2.0
Education & communication[2]	143.663	4.0	-0.6	124.983	4.1	-0.6
Other goods and services	424.641	6.8	2.1	496.377	6.9	1.8
Miami-Fort Lauderdale-West Palm Beach[1]						
All items (1982-84=100)	289.793	5.7	1.5	285.814	6.0	1.5
All items (1977=100)	467.107	-	-	464.361	-	-
Food and beverages	283.418	0.4	2.0	285.183	0.3	1.7
Housing	304.341	4.5	1.5	302.197	4.1	1.6
Apparel	145.372	-0.6	0.0	155.154	0.8	1.3
Transportation	257.566	21.9	2.4	264.981	24.6	2.4
Medical care	588.759	1.7	0.3	606.356	1.8	0.3
Recreation[2]	123.793	-0.9	1.7	111.661	-1.2	0.6
Education & communication[2]	125.149	1.5	0.0	117.703	1.6	0.0
Other goods and services	376.144	4.4	1.8	372.410	4.5	1.7

[1]Indexes on a December 1982-84=100 base, unless otherwise noted.
[2]Indexes on a December 1997=100 base.
- Data not available.
*Full surveys for Atlanta-Sandy Springs-Roswell and Miami-Fort Lauderdale-West Palm Beach are compiled every two months and are published for February, April, June, August, October, and December.

EXHIBIT 1

ESC-0019-22 / Contract 71661-22

New Prices Effective March 30, 2024

J&D Maintenance and Services of North Florida, LLC

2.1 CITY PARKS: SOUTH SERVICE AREA

Item No.	Description	Unit	Current Price	New Price
1	Turfgrass Maintenance	Acre	$55.00	$61.60
2	Bed Maintenance	1000 SF	$16.00	$17.92
3	Disposal Fees (Trail Ridge Landfill)	Ton	$45.00	$50.40
4	Disposal Fees (Old Kings Rd. Landfill)	Ton	$35.00	$39.20
5	Disposal Fee (White Goods)	EA	$20.00	$22.40
6	Disposal Fees (Tires)	Ton	$168.00	$188.16

2.2 PRESERVATION PARKS: SOUTH SERVICE AREA

Item No.	Description	Unit	Current Price	New Price
1	Turfgrass Maintenance	Acre	$60.00	$67.20
2	Tree Removal from Roads & Trails	E	$250.00	$280.00
3	Trail Clearing	Mile	$1,000.00	$1,120.00
4	Disposal Fees (Trail Ridge Landfill)	Ton	$45.00	$50.40
5	Disposal Fees (Old Kings Rd. Landfill)	Ton	$35.00	$39.20
6	Disposal Fee (White Goods)	EA	$20.00	$22.40
7	Disposal Fees (Tires)	Ton	$168.00	$188.16

2.3 CITY PARKS: SOUTH SERVICE AREA HANNA PARK

Item No.	Description	Unit	Current Price	New Price
1	Turfgrass Maintenance	Acre	$75.00	$84.00
2	Bed Maintenance	1000 SF	$16.00	$17.92

ADDITIVE/ DEDUCTIVE ALTERNATES

38 VISITS/ YR
CITY PARKS: SOUTH SERVICE AREA

Item No.	Description	Unit	Current Price	New Price
A3	Turfgrass Maintenance	Acre	$55.00	$61.60
A4	Bed Maintenance	1000 SF	$16.00	$17.92

34 VISITS/ YR
CITY PARKS: SOUTH SERVICE AREA

Item No.	Description	Unit	Current Price	New Price
A7	Turfgrass Maintenance	Acre	$55.00	$61.60
A8	Bed Maintenance	1000 SF	$16.00	$17.92

20 VISITS/ YR
CITY PARKS: SOUTH SERVICE AREA

Item No.	Description	Unit	Current Price	New Price
A11	Turfgrass Maintenance	Acre	$65.00	$72.80
A12	Bed Maintenance	1000 SF	$26.00	$29.12

16 VISITS/ YR
CITY PARKS: SOUTH SERVICE AREA

Item No.	Description	Unit	Current Price	New Price
A15	Turfgrass Maintenance	Acre	$70.00	$78.40
A16	Bed Maintenance	1000 SF	$30.00	$33.60

MISCELLANEOUS SERVICES AS NEEDED

Item No.	Description	Unit	Current Price	New Price
A17	Irrigation System Inspection	Irrig. Zone	$55.00	$61.60
A18	Fertilization (Min. amount per request will be 10,000 SF)	1000 SF	$4.63	$5.19
A19	Turfgrass Weed Control (Min. amount per request will be 10,000 SF)	1000 SF	$300.00	$336.00
A20	Turfgrass Pest Control (Min. amount per request will be 10,000 SF)	1000 SF	$450.00	$504.00

REQUEST FOR PROPOSAL

LANDSCAPE MAINTENANCE SERVICES
FOR CITY PARKS, PRESERVATION PARKS AND CEMETERIES

ESC-0019-22

For
City of Jacksonville, Florida

SECTION 1
(Specific Information Regarding this RFP)

1.1 Introduction

The City of Jacksonville ("**Buyer**") intends to hire individuals or firms ("**CONTRACTOR**") to provide the services described in Section 1.2 of this Request for Proposal ("**RFP**"). Persons interested in submitting a response to this RFP (a "**Response**") should carefully review this RFP for instructions on how to respond and for the applicable contractual terms. This RFP is divided into the following sections:

Section 1	Specific Information Regarding This RFP
Section 2	General Instructions
Section 3	General Terms and Conditions of Agreement
Section 4	Special Conditions
Attachment A	Response Format
Attachment B	Evaluation Matrix
Attachment C	Equal Business Opportunity Program Requirements
Attachment D	Contract
Attachment E	Bid Bond
Attachment F	Performance and Payment Bonds
Attachment G	Indemnification
Attachment H	Insurance Requirements
Attachment I	Protest Procedures
Attachment J	Disqualified/Probationary Vendors List
Form 1	Unit Price Proposal
Form 2	Conflict of Interest Certificates
Form 3	Insurance Agent Acknowledgement
Form 4	No Bid Form

In the event of conflicting provisions, the following sections of this RFP will have priority in the order listed: Section 1, Section 4, Section 2, Section 3, the Attachments, and the Forms.

1.2 Scope of Services.

The City of Jacksonville, Department of Public Works is soliciting Competitive Sealed Proposal (RFP) from qualified CONTRACTORs to provide Landscape Maintenance Services at parks and cemeteries throughout the City (see "Section 4, Special Conditions," for list of parks and cemeteries).

1.3 Term of Agreement.

The initial term of agreement will commence upon execution of the Contract and will continue for a two (2) year period. Buyer will have the option to renew such agreement twice, each time for another two (2) years upon satisfactory performance by the CONTRACTOR. The Contract is also subject to early termination as set forth elsewhere in this RFP.

1.4 Minimum Requirements for CONTRACTORs.

1.27 DEFAULT OF CONTRACT

A. If the CONTRACTOR fails to perform the work in accordance with the contract terms and conditions; fails to begin work within the time specified; fails to pursue the work with adequate equipment, materials and manpower required to complete the work within the specified time frame; neglects or refuses to remove material from the job site; refuses to perform newly assigned work; fails to comply with Contract requirements, minimum wage payments, or EEO requirements; fails to perform the work in a suitable manner; or for any reasonable cause becomes unsatisfactory in the performance of the contract requirements, the CONTRACT MANAGER will give written notice to the CONTRACTOR and Surety stating the nature of the failure and time allowed to correct it. Default days shall be counted in calendar days regardless of whether or not the Contract time is stipulated in working days.

B. If, within the time period defined above, the CONTRACTOR fails to correct the condition(s) for which the complaint was made, the CONTRACT MANAGER will have full power and authority to stop the CONTRACTOR's work and declare the contract in default.

C. If such action is taken, the CITY may demand the CONTRACTOR's Surety take over and complete the work required by the Contract. Upon the failure or refusal of the Surety to take over the Contract and begin work within the time specified, the CITY may take over the work and prosecute it to completion. The CITY will have full power to appropriate or use any or all materials and equipment to complete the work or may enter in an agreement with others for the completion of work under this contract. All costs and charges incurred by the CITY because of the CONTRACTOR's default will be charged to the CONTRACTOR. If the CITY's expense exceeds the sum due the CONTRACTOR at the time of the default, the CONTRACTOR will be liable for the difference and shall pay to the CITY the balance due.

D. Should CONTRACTOR show a valid intent to prosecute the work in accordance with the contract documents after the notice has been issued and prior to any action by the CONTRACT MANAGER to complete the work, the CONTRACT MANAGER may elect to permit the CONTRACTOR to resume work. In that case, all costs incurred by the CITY as a result of the delay will be deducted from any money due or money which may become due to the CONTRACTOR under the terms of the contract.

E. The CITY shall have no liability for the CONTRACTOR's anticipated profits for unfinished work on a contract which has been determined to be in default.

1.28 TERMINATION OF CONTRACT

The CITY reserves the right to terminate or suspend the contract in whole or in part at any time the interests of the CITY requires such termination or suspension. The City shall notify the CONTRACTOR of such action in writing seven (7) calendar days prior to such termination or suspension with instructions as to the effective date or at what stage of work the termination will be taken. The CONTRACTOR will be paid for all work performed and accepted up to the termination or suspension date including any reasonable termination expenses which can be documented. All payments will be based on the Contract unit prices, which prices shall be deemed to include profit and overhead. The CITY will not pay for work items that are not completed and accepted.

1.29 UNIT PRICE ADJUSTMENTS

A. The Contract may be extended two (2) times for a period of two (2) years each by mutual agreement of both parties. Submitted bid prices for services shall remain firm against any increase for a period of two (2) calendar years from the award of contract.

B. The CONTRACTOR may submit a written request to increase the unit prices before each contract renewal if the request is received by certified letter at least 30 days before the completion of the previous two year contract period. The City may accept or deny the requested price increase or choose to terminate the contract. The price increase request may be for all or some of the contract bid items.

C. The CONTRACTOR's request for a price increase will be based solely upon the percentage change of the Consumer Price Index for all Urban Consumers-South Region All Items, (Series CUUR0300SAO). The June CPI of the current year compared to total percentage change in the June CPI for the two previous year will be used to determine the amount of the price increase request. The City reserves the right to decline any price increase request.

D. If the City agrees to the requested price increases, the new adjusted Contract Unit Prices will be calculated using the Contract Unit Prices of the original contract or contract renewal and adjusting them by the amount of the submitted CPI.

1.30 ESTIMATED QUANTITIES

A. This Contract is governed by budgetary restriction. Therefore, the total yearly disbursement to the CONTRACTOR may be more or less than the total Contract amount since all quantities are estimated and no quantities are guaranteed. The actual disbursement to the CONTRACTOR will be based upon the unit price of the type of work authorized, completed, and approved by the CONTRACT MANAGER.

B. The items and respective quantities set forth in the Proposal have been established to assist the CONTRACTOR in deriving Unit Prices for the work which may or may not be requested during the extent of this Contract. The City reserves the right to decrease or increase quantities with no change in the Unit Price established in the Proposal, unless the unit prices have been modified by the CONTRACT MANAGER in accordance with Price Adjustment section of these Special Conditions.

C. When the CONTRACT MANAGER adds or deletes work covered by this Contract, the change will be issued in the form of a written Change Order.

1.31 LIMITATIONS OF EQUIPMENT OPERATIONS

A. When equipment must cross bridges, cross with extreme care. Plan work to minimize bridge crossings. Equipment shall cross bridges on the right shoulder, if the bridge has a full width shoulder able to accommodate the width of the equipment; otherwise, cross in the travel lane. When necessary for equipment to cross a road, select a location that provides a safe and unobstructed sight distance. The Operator shall stop before crossing the road and permit closely approaching vehicles to pass before crossing.

B. The CONTRACTOR shall not park equipment or vehicles within a street median of any width. The CONTRACTOR may temporarily park company motor vehicles (2 hour minimum) on the road shoulder so long as there is sufficient width to allow for safe passage of pedestrians and motor vehicles. Do not park on street sidewalks or on paved or unpaved trails and walks. Overnight parking of equipment or vehicles within the right-of-way is not allowed; overnight parking of equipment and vehicles on the job site is also not allowed unless approved by the CONTRACT MANAGER.

C. The CONTRACTOR shall conduct all service and supply operations at a location that does not interfere with vehicular or pedestrian traffic. No supply vehicles shall enter the median for any PURPOSE. No service vehicle shall enter the median except to repair or remove inoperable equipment and then only when such repair or removal necessitates a service vehicle.

1.32 TOOLS AND EQUIPMENT

A. The CONTRACTOR shall provide the appropriate personnel and the type, size, and quality and quantity of tools and equipment necessary to complete the work in the specified time frame.

B. All motor vehicles used by the CONTRACTOR shall be clearly and legibly identified by a sign with the company name and telephone number. At no time shall employee's personal vehicles be parked on or adjacent to the work sites.

C. Maintain all equipment and hand tools in good repair, including mower discharge covers and guards to prevent dangerous ejection of mowing discharge. Mowers shall produce a sharp clean

7

SUBJECT: LANDSCAPE MAINT. SVCS. FOR CITY PARKS, PRESERVATION PARKS, AND CEMETERIES – RE-BID

BID #: ESC-0019-22 **OPEN DATE:** 12/01/2021

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: EVALUATED BID – TWO (2) YEARS FROM DATE OF CONTRACT EXECUTION WITH TWO (2) TWO (2) YEAR RENEWAL OPTIONS

AGENCY: DEPARTMENT OF PUBLIC WORKS – MOWING AND LANDSCAPE MAINTENANCE DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 15 **NUMBER RECEIVED:** 4 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Subject RFP was awarded on 8/25/22 to J&D Maintenance and Services of North Florida LLC (contract #71661-22) in the amount of 1,841,948.48 for the South Area.

Request approval to amend contract #71661-22 with J&D Maintenance and Services of North Florida LLC to reduce the unit price for fertilization from $200.00 to $4.63 per 1,000 square feet based on treatment of 4 times annually effective 10/1/2023. The number of maintenance cycles will be increased from twenty-four (24) times per year to thirty-six (36) times per year effective 10/1/,23; therefore, recommend approval to increase the not-to-exceed expenditure amount for the initial contract term by $1,559,689.20. Total revised not-to-exceed initial award amount for J&D Maintenance and Services of North Florida LLC will be $3,401,637.68.

This award will be funded from various agency accounts, executed by formal contract amendment #1 through the Office of General Counsel, and processed via Purchase Order(s).

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2023. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for work herein. A written notification will be provided in the event the funds are appropriated.

ATTACHMENTS: Recommendation Memo, Supplier's Letter, Previous Award

ANALYST: _____
DAVID KLAGES

RESPECTFULLY SUBMITTED: _____
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: DAVE MCDANIEL, CHIEF, MOWING & LANDSCAPE MAINTENANCE DIVISION

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 9/28/23

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 10/3/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Karen Bowling
~~Chief Administrative Officer~~
For: Mayor Donna Deegan
~~Under Authority Of:~~
Executive Order No: 2023-02

SUBJECT: LANDSCAPE MAINTENANCE SERVICES FOR CITY PARKS, PRESERVATION PARKS AND CEMETERIES - REBID

BID #: ESC-0019-22 **OPEN DATE: 2021-12-01**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: EVALUATED BID – TWO (2) YEARS FROM DATE OF CONTRACT EXECUTION WITH TWO (2) TWO (2) YEAR RENEWAL OPTIONS

AGENCY: DEPARTMENT OF PUBLIC WORKS – MOWING AND LANDSCAPE MAINTENANCE DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 15 **NUMBER RECEIVED: 4** **OTHER: 0**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
On December 1, 2021, Purchasing received a total of four (4) proposals for Landscape Maintenance Services for City Parks, Preservation Parks, and Cemeteries. During the preliminary review, Aero Groundtek, LLC proposal did not include the required bid bond and was therefore considered unresponsive. The remaining proposals were evaluated according to the evaluation criteria included in the solicitation.

Recommend rejecting Aero Groundtek, LLC for failing to provide a bid bond as part of their submittal.

Recommend approval to award the top two (2) ranked firms J & D Maintenance and Services of North Florida, LLC and Greenway Lawn and Landscape LLC. The South Service Area will be awarded to J&D Maintenance and Services of North Florida, LLC in the amount of $1,841,948.48 and the North Service Area will be awarded to Greenway Lawn and Landscape LLC in the amount of $2,904,271.00. The maximum indebtedness for this award will be $4,746,219.48. Period of service shall be for an initial period of two (2) years beginning on the date of the Blanket Order issued by the City with two (2), two (2) year renewal options.

Funding will be encumbered by individual releases against a Purchase Order Agreement, dependent on funding, the appropriate account, and fiscal year with a formal contract executed through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo, Evaluations, Bid Tabulation, Evaluation Criteria, Basis of Award, JSEB Memo, and Bid Rejection Notification

ANALYST: _____ BRYAN MATUS

RESPECTFULLY SUBMITTED: _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: DAVE MCDANIEL, CHIEF, MOWING & LANDSCAPE MAINTENANCE DIVISION

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 2/24/2022

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 2/25/2022

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02