

TURNBULL CREEK  
COMMUNITY DEVELOPMENT DISTRICT

The Turnbull Creek Community Development District Landscape Maintenance Committee met held Monday, May 18, 2015 at 3:00 p.m. at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida.

Committee members present were:

Kathleen Venezia	Committee Member
Joseph Quinto	Committee Member
Brian J. Wing	Committee Member

Also Present were:

Dave deNagy	District Manager
Jeff Branch	Vesta/Amenity Services Group
Carl Eldred	District Counsel by telephone

The following is a summary of the minutes and actions taken at the May 18, 2015 committee meeting. A copy of the proceedings can be obtained by contacting the District Manager.

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. deNagy called the committee meeting to order at 3:00 p.m.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Review and Ranking of Proposals Received  
In Response to the Published RFP**

Mr. Eldred stated we are convened here today to go through the responses to the RFP and express any of the findings, comments or concerns we may have in relation to each of the proposals.

Mr. deNagy stated I handed out to the board a couple items, one is a scoring matrix and I have taken the liberty of filling in the price score. Obviously, the low bidder gets a full 20 points

then each bidder underneath gets a percentage less than 20 points based on their proposal amount. The five proposers are: Austin Outdoor, Down to Earth, Duval Landscape, LMP, which is Landscape Maintenance Professionals and Valley Crest. There are five criteria that the RFP committee will use in evaluating the proposals. We will score those proposals today and take that back to the board of supervisors at their May 26<sup>th</sup> meeting. The five criteria we used to score are personnel and other resources with a total of 20 points, experience with a total of 30 points, understanding the scope of work with a total of 20 points, and two price categories, the first being the low bid price, which is 20 points and 10 points are allocated for the reasonableness of the unit prices. The vendor with the most points who can have a total of 100 points would be the high score low bidder. Duval Landscape had the low bid at \$265,236, the next low bid was Austin Outdoor with 19.4 points at \$272,676, Down to Earth was no. 3 at \$278,593 and 19 points, the third low bidder would have been Valley Crest at \$333,840 with 14.8 points and the last bid LMP's proposal at \$357,888 with 13 points. I noted on the scoring matrix the pricing for the bids for 2016 for alternate 1, which is not mowing the pond banks and alternate 2, which is a bid we asked the proposers submit to use a small deck mower less than 36" to cut the pond bank grass. Those bids are noted below if the RFP committee is interested in entertaining one of those alternate bids.

Mr. Wing asked in scoring out the price points shouldn't that be based on all three years opposed to one year?

Mr. deNagy responded we typically score on just the first year then we go into a contract with the vendor and we have a 30 day termination clause.

Mr. Eldred stated that is correct.

Mr. Wing asked do you have to do that? If we are only going to use the first year opposed to all three years I imagine because of the way the bid is set up and the proposers responded that they are signing up for that same amount for all three years, whatever they listed.

Mr. deNagy stated we can take a look at the three bids. I know we had Austin Outdoor for example for year one for the lump sum bid \$272,676 and it ratchets up in years two and three. The other vendors are all the same with the exception of Valley Crest where their proposal goes up in years two and three as well.

Mr. Wing stated low bidder for the first year would not be low bidder for the three years.

Mr. deNagy responded not necessarily. The low bidder for the three years would be Duval Landscape because they bid the lowest price all three years.

Mr. Eldred stated I think that is up to the discretion of the committee and the board ultimately as to which way they prefer to evaluate this whether they want to evaluate on the full three years or just the first year. As Dave indicated historically with this district it sounds like they have operated on the first year, however, it is within your discretion to evaluate this on the full three year proposal or on the first year.

Mr. Wing stated my preference would be all three years for pricing. There are the other components but the pricing I think ought to be based on the three years.

Mr. deNagy stated I can recalculate based on three years.

Mr. Eldred stated was there anything else you wanted to mention as far as the criteria generally and then we can start going through each of the items on the criteria for each of the proposers.

You may want to discuss LMP. In looking through the package the LMP proposal is non-responsive for a variety of reasons and I think it is worth acknowledging that here and identify each of those items for the record. At the outset I think there is a confidentiality notice, which is included on page 1 of LMP's proposal and in essence that requires the district to keep this contract and the terms within this proposal confidential and obviously, the district is subject to public records requirements and is legally unable to comply with that requirement. As a matter of law we are unable to comply with this. There is also a missing page within the proposal acknowledging receipt of all documents and other matters and it is non-responsive for that reason as well. Page 16 part of the qualifications statement and there are two sections not completed under section 7 and that is 7.1 and 7.2 so again for that reason it is non-responsive to the RFP. On the next page section 8 has not been completed and that is a question that asks for the proposer's total annual dollar value of work for each of the last three years. Finally, on page 24 there are two tables, one is the status of contracts on hand to identify the contracts the proposer currently has open and that was not completed and in addition a list of projects the proposer has completed in the last two years that has not been completed. For all of those reasons, one, the proposal is non-responsive and two, the district is legally unable to comply with the confidentiality condition that they included in this proposal.

Mr. deNagy stated I have noted that LMP is deemed non-responsive.

Mr. Eldred stated because it is non-responsive we don't believe it is appropriate for the committee to consider that proposal or to even speak about the specific prices and terms contained in the agreement because of their request for confidentiality.

Mr. deNagy stated revisiting the price scores based on the three years, we have Duval Landscape scored no. 1 at 20, Down to Earth no. 2 at 19, Austin Outdoor no. 3 at 18.8, LMP was deemed non-responsive and Valley Crest received 14.3 points.

The committee went through the scoring criteria for each proposer resulting in the following overall scores: Duval Landscape 91.7, Austin Outdoor 85.8, Down to Earth 83.9, Valley Crest 80.6 resulting in Duval Landscape being ranked no. 1, Austin Outdoor no. 2, Down to Earth no. 3.

On Duval Landscape's bid we have a total bid for mowing that we are using as their overall bid but in adding up the unit prices I think their total is somewhat higher so if we are holding them to the bid they are giving us for all the work should that not be the case then it is my understanding we would go to the no. 2 bidder if the no. 1 bidder would not honor that contract.

Mr. Eldred asked just to be clear are you talking about the number that is provided in relation to the mowing?

Mr. deNagy responded yes.

Mr. Eldred stated that is correct. It appears that there is a scrivener's error on page 47 of their bid where they appear to have included the lump sum cost as the mowing cost. There are about four other areas within the proposal, which set forth the lump sum cost so it appears that is a scrivener's error under 1A, B and C on page 47 and that the lump sum and the price Dave reflected in his chart is consistent with that presented on 48 and also as presented in their proposal summary elsewhere in the proposal as well.

Mr. deNagy stated the ranking is Duval Landscape no. 1, Austin Outdoor no. 2, Down to Earth no. 3 and Valley Crest no. 4.

Mr. Wing moved to adopt the ranking as listed above and Ms. Venezia seconded the motion.
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Mr. Quinto asked did we have on all the proposals where to have heavy machinery and low machines?

Mr. Wing stated using the smaller equipment.

Ms. Venezia stated I have several questions that before a contract can be signed we need some clarification on the unit pricing because some is either way too high or way too low in comparison and I would like clarification before we do anything. I don't know how to go about doing that.

Mr. deNagy stated I think what they provided us is what would be in the agreement.

Mr. Wing asked although we are unable to clarify and ask questions let's say it is awarded and because all these other things are optional is there any room for negotiation?

Mr. Eldred stated the point is that those are optional and a la carte items and that is something that they across the board scored the highest in most of these columns. I think it is something as you go through contracting at least on those points, those a la carte items are things that can at least be discussed with Duval as you go through now that you are awarded that contract.

Mr. Wing stated I think someone mentioned and my understanding is that if we go ahead and do the contract and we wanted an optional service we wouldn't necessarily have to use that contractor we could get another contractor.

Mr. Eldred stated that is correct and the distinction here is prior to ranking the bids and awarding the contract you are unable to seek further clarification. We don't want to be perceived as giving somebody a competitive advantage while we are in the process of contemplating a contract award. Since we have ranked them now as you get to that contract process that is something you can discuss with Duval but again since it is an a la carte arrangement, an optional arrangement you could certainly use somebody else to provide those services.

Ms. Venezia asked once this is awarded and we go into contract is there a back out clause if they did not meet our standards for the first couple of months we would be able to back out of that contract?

Mr. deNagy stated I believe there is a 30 day termination provision built into the standard form agreement.

Mr. Eldred responded yes there is a 30 day termination provision without cause.

Mr. deNagy stated keep in mind we are approving the ranking today this is a recommendation to the board and the board makes the ultimate decision.

On voice vote with all in favor the ranking was adopted as follows:  
Duval Landscaping no. 1, Austin Outdoor no. 2, Down to Earth no.  
3, Valley Crest no. 4 and LMP was deemed non-responsive.

The meeting was adjourned at 3:48 p.m.