



October 27, 2023

Mr. James Brophy, VP Operations
Premier Group Associates
2221 Bellevue
Detroit, Michigan 48207

**RE: RFB 2204058 "Grounds Maintenance Services"
Notice of Rejection of Bid Protest**

Dear Mr. Brophy,

The Great Lakes Water Authority (GLWA) is in receipt of the bid protest e-mail sent by James Brophy, VP Operations for Premier Group Associates (PGA), pertaining to RFB 2204058 and emailed to Jody Caldwell, GLWA's Chief Planning Officer, on October 20, 2023.

After reviewing the correspondence and investigating this bid protest, PGA's bid protest is rejected for the following reasons:

1. Untimely Protest. PGA's bid protest was not submitted in the time frame required by the GLWA Procurement Policy ("Policy"), which is the governing document for all GLWA procurements. Please reference Section 8.3 of the Policy, which states: "A Potential Vendor who has submitted a response to a Solicitation and is not awarded a contract after participating in the Solicitation may protest the award of the Contract by filing a written notice of protest with the CPO within 7 business days after the Notice of Intent to Award."
 - a. The award determination/notice of intent to award letter was posted on Bonfire on September 27, 2023.
 - b. Pursuant to the Policy, any bid protest related thereto was due no later than October 6, 2023.
 - c. The bid protest from PGA was submitted to GLWA on October 20, 2023.

2. Submission Error. PGA's bid protest was not submitted to the correct GLWA personnel as required by the Policy. Pursuant to Section 8.3 of the Policy, "A Potential Vendor who has submitted a response to a Solicitation and is not awarded a contract after participating in the Solicitation may protest the award of the Contract by filing a written notice of protest with the CPO."
 - a. Section 1.8(r) of the Policy defines the "CPO" as the "Chief Procurement Officer".

- b. The bid protest letter was sent to GLWA's Chief Planning Officer, Jody Caldwell and not to GLWA's Chief Procurement Officer.
3. Tortious Interference Claim. Attached to your e-mail of October 20, 2023, is a copy of a cease-and-desist letter, dated October 19, 2023, addressed to former employee(s) of PGA, which alleges copies to Carla Smith and Debra [*sic*] Poseich. The tortious interference with business relationship claim alleged in the letter by PGA against Phillip Lovati and Paul Doppke is not applicable to GLWA and does not provide grounds for PGA's bid protest.
 - a. Carla Smith, a GLWA procurement specialist, has not received the letter as of the date of this response letter.
 - b. Debra Pospiech is Chief Administrative Officer and General Counsel for the Detroit Water and Sewerage Department and is not an employee of GLWA.
 - c. While GLWA supports and is appreciative of the number of Detroit residents employed by any vendor on a GLWA contract, it is not a criterion by which low-bid contract awards are made by GLWA.
 - d. GLWA is not and will not become involved in any relationship between PGA, Landscape Services, Inc. ("LSI"), and the individuals addressed in the cease-and-desist letter, and any disputes between the parties must be settled without the involvement of GLWA.
4. Bid Tabulation Error. PGA's bid protest is not allowable under the Policy, which provides that certain items are *excluded* from protests and appeals. In particular, Section 8.3(e)(x) exempts from protests and appeals, the "Failure of a Vendor or Potential Vendor to meet minimum or mandatory requirements". PGA failed to provide pricing for numerous mandatory items required by the RFB solicitation.
 - a. On August 8, 2023, GLWA e-mailed PGA representative Brad Byarski requesting an explanation for PGA's failure to provide bid responses for mandatory items in the bid form required by the solicitation request and detailed in Addendum No. 1 dated July 11, 2023.
 - b. On August 10, 2023, GLWA posted the bid tabulation indicating the lowest bidder was LSI.
 - c. As shown in the attached bid tabulation, PGA did not provide pricing on the following Group 2 items: 2-1, 2-3, 2-10, 2-11, 2-12, 2-15, 2-16, 2-25, 2-26, 2-27, 2-28, 2-33, 2-41, 2-51, 2-61, 2-62, 2-63, and 2-82.
 - d. On August 11, 2023, Mr. Byarski e-mailed GLWA indicating that, regarding the bid tabulation, there was either an input error on the part of PGA or there was an input error on the part of GLWA.
 - e. On August 17, 2023, after GLWA's research confirmed that the bid tabulation posted was the same bid tabulation that was loaded by PGA, GLWA responded via e-mail to Mr. Byarski stating, "The data for the bid tab was a direct download from Bonfire reflecting the amounts your company entered."
 - f. On August 17, 2023, Mr. Byarski responded to GLWA via e-mail, stating "I figured as much, I was only trying to point out that our number somehow was

entered incorrectly in the spreadsheet, and not reflective of our intended pricing.”

- g. GLWA’s bid platform software does not allow GLWA to revise any field in which a vendor has input data related to documents and prices.
- h. As confirmed by Mr. Byarski in his August 17, 2023, e-mail, PGA’s failure to provide pricing on numerous mandatory items makes PGA ineligible to submit a bid protest pursuant to the terms of the Policy.

As permitted by the Policy, PGA has the right to appeal this determination to William Wolfson, GLWA’s Chief Administrative and Compliance Officer, by e-mail within three (3) business days from notification of this notice of rejection of PGA’s bid protest.

Sincerely,

Sonya Collins

Sonya Collins,
Chief Procurement Officer
Great Lakes Water Authority