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May 2, 2025

Via Email: ameyers@broward.org

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Via Email: rgleason@broward.org

Robert Gleason, Director of Purchasing
Broward County Purchasing Division
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Re: RFP PNC2128678P1 – Engineering Services for District 3A System Fire Flow Improvements – Response in Opposition to the Objection Concerning the Proposed Recommendation of Ranking

Dear Messrs. Meyers and Gleason:

The undersigned law firm represents Chen Moore & Associates, Inc. (“CMA”) regarding the above-referenced RFP. CMA submits this response in opposition to Thompson & Associates, Inc.’s (“T&A”) April 21st objection (“Objection”) to CMA’s top ranking concerning the above RFP. The recommended award to CMA must be upheld. We respectfully request that this correspondence be included in the back up for the Commission’s Approval of the Ranking.

The Objection is now T&A’s third attempt to overturn Broward County’s recommended award of this important County project. Significantly, T&A has “opted not to pursue an appeal,” the next administrative step to challenge the recommended award per the County’s Code. This directly reflects T&A’s lack of confidence in its manufactured arguments. The Purchasing Division has already twice reviewed and soundly rejected T&A’s arguments. Now it makes an informal Hail Mary attempt to derail the County’s process. We will again rebut and dismiss these arguments briefly below.

This project is critically important to Fort Lauderdale-Hollywood International Airport, as it directly impacts important fire protection improvements that are required to provide redundancy, which the airport can rely on. T&A’s continual baseless challenges of this award have delayed the completion of these critical services.

Andrew J. Meyers, Esq., Broward County Attorney
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1A – Chen Moore did not violate the Cone of Silence.

The first argument in T&A's Objection falsely alleges a violation of the County's Cone of Silence. T&A claims the County did not conduct a complete investigation of T&A's allegations against CMA. This is false. On April 3, 2025, the County's Professional Standards Section ("PS") determined CMA did not violate Section 1-266 of the Broward Code in a comprehensive "Report and Notice of Determination" dated April 3, 2025. T&A's focus on the first paragraph only of that Report, which references a communication by CMA's president, Peter Moore, is misplaced. The balance of the letter thoroughly explains why **the firm** Chen Moore did not violate the Cone and the PS's analysis of same. It was not limited to Mr. Moore, and just because other members of Chen Moore were not specifically identified does not mean PS did not thoroughly evaluate T&A's false claims. Notably, the County emphasized that, "at no point did Chen Moore discuss Proposal PNC2128678P1 or the solicitation for the award with David Sheehan or any other members of Broward County's Environmental Permitting Division." PS further concluded Chen Moore did not communicate with a person or office prohibited under the Cone.

1B – Chen Moore Did Not Change its Proposal Based on T&A's Proposal

In its Objection, T&A for the third time claims Chen Moore improperly amended its project approach during its oral presentation to the Evaluation Committee. These allegations are demonstratively false. At the time of ranking, the evaluation had possession of CMA's written proposal, and heard its oral presentation. The committee members were aware of what CMA proposed, and what it presented.

Subsections i. and iv., each pertain to pipeline installation methods. There are only a few options for pipeline installation depending on the locations of the pipes to be installed. In its written proposal, CMA proposed the HDD method for the installation of pipes, because that is its recommendation for installation, based on its belief that any other method would not be approved by the Department of Transportation. During CMA's oral presentation, it described its ability to install the pipeline, either through the HDD or open-cut methods, as contemplated in the RFP, which was always the case. This did not change CMA's proposed methodology. The purpose of oral presentation is to address issues for the Evaluation Committee, and CMA addressed anticipated questions about its ability to perform other methodologies, if they became necessary or were preferred by the County. Whatever installation is ultimately chosen or mandated, the pipe will be installed in the same place, and will still connect point A to point B, as proposed in CMA's proposal. Either method will require the same permission from the authorities having jurisdiction. Regarding the "new findings" that T&A alleges in its objection, they were not new. Utility test holes, environmental studies, in coordination with permitting agencies, are all part of CMA's preparations for performance of the work.

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II. T&A's Proposed Process Changes are Inapplicable to the Evaluation of this Procurement

The balance of T&A's Objection seeks to lecture the County on how it should alter its procurement process. As T&A acknowledges, there was nothing wrong with how the County administered this particular RFP. Under Chapter 119 of the Florida Statutes, the County is permitted to make proposals received in response to a competitive solicitation public. There is a permissive exemption under Section 119.071(1)(b), Florida Statutes, as to how long a public agency can keep them undisclosed, but it is within the discretion of the governing agency.

T&A's gripes regarding the County's process would not have resulted in a different result, and did not give any proposer an unfair competitive advantage over the other.

T&A does not raise any issue which proves or even indicates the County improperly evaluated the proposers in this procurement. T&A is merely a disappointed second-rank proposer which knows that it does not have valid grounds upon which to overturn this award, otherwise, it would have appealed the County's protest denial per the County's Code. Instead, T&A's failed efforts have only delayed the award of this contract, which has a direct impact on the fire protection system for the Fort Lauderdale-Hollywood International Airport.

CMA respectfully requests that the County deny T&A's informal Objection, proceed with contract approval, and begin contract negotiations with CMA for these critical County services. CMA looks forward to working with the County on this project.

Respectfully submitted,



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For the Firm

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