



Finance and Administrative Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

November 1, 2024

Ira Libanoff, Esquire
Hinckley Allen
Ferencik Libanoff Brandt
ilibanoff@hinckleyallen.com

Re: Protest response to RFP No. PNC2126443P1, Design-Build: Sheridan St. Bridge over the FL Turnpike (Step-Two)

Dear Mr. Ira Libanoff,

The Broward County Purchasing Division (“Purchasing”) is in receipt of your firm’s timely protest letter dated September 30, 2024, on behalf of GLF Construction Corporation (“GLF”), protesting the Evaluation Committee’s final recommendation of ranking posted on the Purchasing Division website from September 23 - 30, 2024, with Structural Technologies, LLC (“ST”) as the No.1 ranked firm, and GLF as the No. 2 ranked firm. The required protest filing fee in the amount of \$5,000 was received.

After performing due diligence in reviewing all assertions, the solicitation requirements, and the processes the County followed in this procurement, the protest is respectfully denied, based on the following responses to each assertion:

Assertion No. 1 - The EC's Recommendation of Ranking was Arbitrary and Capricious:

“The decision by Purchasing to rank ST's bid above GLF's bid was arbitrary and capricious due to its failure to consistently evaluate the bids based on the requirements of the Steps One and Two Solicitations”.

County's Response to Assertion No. 1:

The County utilized a Two-Step solicitation process for this project consisting of a Request for Qualifications (RFQ) in Step-One and a Request for Proposals (RFP) in Step-Two.

Step-One RFQ No. PNC2126443R1 Design Build: Sheridan St. Bridge Over FL Turnpike, required vendors to submit their qualifications and the Evaluation Committee (EC) to shortlist the most qualified responsive and responsible vendors to proceed to the Step-Two RFP. The Step-Two RFP consisted of inviting shortlisted vendors from Step-One RFQ to submit proposals for ranking based on other evaluation criteria.

On August 4, 2023, the County Administrator appointed an Evaluation Committee (EC). The EC consists of staff members chosen for their breadth of experience, excellent judgment, and general interest in the subject matter. The Committee’s final recommendation represents a collective judgment drawn from a wide range of insightful and discerning perspectives.

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Tim Ryan • Michael Udine
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In accordance with Broward County Procurement Code Section 21.45.d, "All Committee members shall be free of conflicts of interest as provided by Part III, Chapter 112, Florida Statutes, as amended, and the Broward County Employee Code of Ethics, as amended. The appointing authority shall not appoint a person to a Committee whose service would create the appearance of a conflict of interest."

On July 21, 2023, Step-One RFQ was advertised, and closed on August 30, 2023 with four (4) submittals from the following Firms:

Cone & Graham, Inc.
GLF Construction Corporation
Strongcore Group, LLC
Structural Technologies, LLC

Each of the EC members submitted their required Disclosure Forms and responded they can be fair and impartial to all vendors.

The Responsive and Responsible requirements associated with Step-One RFQ included:

Responsiveness

1. Lobbyist Registration Requirement Certification
2. Criminal History Screening Practices
3. Acknowledgement of "Must" Addendum
4. Bond Requirement

Responsibility

1. Office of Economic and Small Business Development - Contractor's Assurance Statement
2. Disclosure of Litigation History
3. Disclosure of Financial Information
4. Authority to Conduct Business in Florida
5. Affiliated Entities of Principals
6. Insurance requirements
7. Licensing requirements
8. FDOT Prequalification requirements

On November 3, 2023, a Qualification EC Meeting for Step-One RFQ was held.

The EC members evaluated all proposals according to the evaluation criteria outlined in the Step-One RFQ solicitation document. The criteria for Step-One RFQ included:

1. Ability of Professional Personnel for Design Build Team
2. Project Approach
3. Past Performance
4. Workload of Firm
5. Location
6. Willingness to Meet Time and Budget Requirements
7. Volume of Previous Work

The EC members determined three (3) of the four (4) responding Vendors to be found responsive and responsible to all Step-One RFQ solicitations requirements.

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Cone & Graham, Inc., GLF Construction Corporation and Structural Technologies, LLC were found responsive and responsible to all Step-One RFQ solicitations requirements. Strongcore Group, LLC was found non-responsive to the submittal bond requirement.

Cone & Graham, Inc., GLF Construction Corporation and Structural Technologies, LLC. were shortlisted to move forward to Step-Two RFP.

On March 19, 2024, Step-Two RFP was advertised and closed on May 20, 2024 with three (3) submittals from the following Firms:

Cone & Graham, Inc.
GLF Construction Corporation
Structural Technologies, LLC

The Responsive and Responsible requirements associated with Step-Two RFP included:

Responsiveness

1. Bonding Requirements
2. Pricing

Responsibility

1. Office of Economic and Small Business Development Goal Requirement
2. Insurance Requirements
3. Litigation with Broward County

On July 23, 2024, an Initial EC meeting for Step-Two RFP was held. The EC members determined only two (2) of the three (3) shortlisted Vendors (from Step-One RFQ) as responsive and responsible to all Step-Two RFP solicitations requirements.

GLF Construction Corporation and Structural Technologies, LLC. were the only two (2) vendors found responsive and responsible to all Step-Two RFP solicitations requirements and proceed to the Final Evaluation for scoring and ranking. Cone & Graham, Inc., was found non-responsive to the bid bond requirement.

On July 29, 2024, a Final EC meeting for Step-Two RFP was held to hear presentations, score and rank GLF Construction Corporation and Structural Technologies, LLC.

After hearing presentations, the EC members scored both proposals according to the evaluation criteria outlined in the Step-Two RFP solicitation document. The criteria for Step-Two RFP included:

1. Project Approach
2. Price Proposal
3. Proposed Time
4. Project Management and Quality Management Plan
5. Workload of the Firm
6. Location

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The EC members final score was as follows:

- No. 1 Ranked Firm – Structural Technologies, LLC with 419 points.
- No. 2 Ranked Firm – GLF Construction Corporation with 404 points.

The evaluation criteria were applied equally to GLF Construction Corporation and Structural Technologies, LLC, to ensure that each proposal was reviewed using the same methodology and scoring by the EC members and avoid any favoritism or influenced decision.

Therefore, the evaluation process was conducted in accordance with the established evaluation criteria outlined in the Two-Step procurement process.

Accordingly, this protest assertion is denied.

Assertion No. 2 - ST Does Not Meet the Solicitation's Qualification Requirements:

- a) **“The Step One RFQ required ST to submit its Certificate of Qualification for the FDOT Minor Bridges Work class. As ST is not qualified in the FDOT Minor Bridges Work Class, it instead submitted its Certificate of Qualification for the FDOT R&R Minor Bridges Work Class. In accordance with the FDOT, the Minor Bridges Work Class is separate and distinct from the R&R Minor Bridges Work Class. Indeed, not only does each class have its own respective code number, the R&R Minor Bridges Work Class is found under an entirely different category than the Minor Bridges Work Class, namely the Bridge Repair and Rehabilitation Work Classes and the Bridge Construction Work Classes, respectively. See Ex. "A".**

The R&R Minor Bridges Work Class is intended to qualify a contractor for the resurfacing, restoration, and rehabilitation of existing minor bridge structures. However, the scope of work for this Project contemplates much more than simple resurfacing, restoration, or rehabilitation and involves, inter alia, utilizing a system to jack the bridge superstructure, construct bridge pedestals, and to reconstruct both roadway approaches. Accordingly, the scope of work for the Project necessitates a contractor qualified in the Minor Bridges Work Class, not the R&R Minor Bridges Work Class.

Purchasing's contention that there is no material distinction between the FDOT Minor Bridges Work Class and the R&R Minor Bridges Work Class because neither Code No. 27 (Minor Bridges) nor Code No. 37 (R&R Minor Bridges) were specified in the RFQ is arbitrary and capricious. The Step One RFQ expressly specifies the requirement to submit FDOT Minor Bridges Work Class certification and makes no mention of the R&R Minor Bridges Work Class (...).

- b) **In its response to GLF's objection, Purchasing noted that ST's R&R Minor Bridges Work Class certification expired on March 30, 2024 and that ST was re-issued R&R Minor Bridges Work Class certification on August 14, 2024. Purchasing's response also noted that ST "will need to maintain its FDOT pre-qualification prior to execution and award of the contract, the start of any work, and through the term of the contract." Accordingly, by Purchasing's own admission, ST's certification has already lapsed, albeit temporarily, "prior to execution and award of the contract," which lapse ST failed to identify in its Step Two submission, despite its obligation to do so. Purchasing's contention that ST was not required to apprise the EC of this lapse because the solicitation's continuing disclosure**

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requirement applied only to the Step-One Standard Instructions to Vendor responsiveness and responsibility criteria is arbitrary and capricious (...).

The EC's decision to deem ST as a responsible bidder, notwithstanding its lack of Minor Bridges Work Class certification and the lapse of its R&R Minor Bridges Work Class certification is arbitrary, capricious, and amounts to impermissible favoritism”.

At the very least, Purchasing should perform an investigation to determine whether ST has ever had a FDOT Minor Bridges Work Class certification or any other FDOT Work Class certification that has been suspended, revoked, or denied”.

County's Response to Assertion No. 2.a:

Section B.3.B. of the Special Instructions to Vendors for Step-One RFQ, required vendors or their subconsultant(s)/subcontractor(s) to provide proof of FDOT pre-qualifications or certificates, including Minor Bridges Work Class.

FDOT has two pre-qualifications for “Minor” Bridges Work Class: #27 - Minor Bridges Work Class and #37 – R&R Minor Bridges Work Class. Firms holding either one of these work classes were considered responsible to this responsibility requirement of the Step-One RFQ.

STI's Step-One submittal provided evidence of their FDOT pre-qualifications or certificates, including the R&R Minor Bridges.

GLF questions STI's prequalification for Minor Bridges Work Class on the basis of an alleged distinction between FDOT Minor Bridges Work Class (Code No. 27) and the R&R Minor Bridges Work Class (Code No. 37). However, neither Code No. 27 nor 37 were specified in Section B.3.B. of the Special Instructions to Vendors. As noted in the solicitation's Scope of Work, “The intent of the Project is to increase the overall height/clearance of Bridge Number 860155 by utilizing a system to jack the bridge superstructure and to reconstruct both roadway approaches.” Minor Bridges Work Class (Code No. 27) is associated with the construction of a new minor bridge. In contrast, R&R Minor Bridges Work Class (Code No. 37) is associated with repairs to an existing minor bridge. The scope of work for this solicitation includes repairs to an existing minor bridge to increase its overall height/clearance. Accordingly, R&R Minor Bridges Work Class (Code No. 37) is an acceptable qualification that meets the requirements of the scope of work for this solicitation.

Accepting vendors that submitted equally acceptable FDOT prequalifications to repair an existing minor bridge does not compromise the integrity or safety of the project.

To the contrary, limiting the process to a single vendor breaks the essence of a procurement process. By encouraging competition, each vendor brings different innovations, approaches and solutions which can ultimately lead to a better outcome for the project, especially if both vendors provided evidence of their qualifications and successful past performance that demonstrate their ability to perform the services required.

STI and GLF were both found compliant with the FDOT pre-qualification/certificate of qualification requirements and were both shortlisted to proceed to participate in the Step-Two RFP.

Accordingly, this protest assertion is denied.

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County's Response to Assertion No. 2.b:

The purpose of Step-One RFQ was to prequalify vendors based on their ability to meet specific criteria, including the FDOT prequalifications.

On August 30, 2023 STI's Step-One RFQ submittal included evidence of their FDOT qualifications, including the R&R Minor Bridges, valid through March 30, 2024.

The FDOT prequalification was a responsibility requirement outlined for Step-One RFQ, not for Step-Two RFP as it was previously evaluated during the Step-One RFQ.

Section C.1 of the Special Instructions to Vendors for the Step-Two RFP stated: "Responsiveness and Responsibility: Standard Instructions to Vendors, Section A. Responsiveness Criteria, and Section B. Responsibility Criteria are not required to be re-submitted as it was previously evaluated in Step One. Only new, revised, or updated information is required to be submitted (i.e. new "material" case, change of status on a previously disclosed case, etc.)".

Section C.2 of the Special Instructions to Vendors for Step-Two RFP stated: "Evaluation Criteria: If there are changes to previously submitted qualifications (i.e. professional personnel, etc.) or firm information (ex. Vendor Questionnaire) updated information is required to be submitted".

Section C.3 of the Special Instructions to Vendors for the Step-Two RFP states: "The new, revised, or updated information may affect the previous determination of responsiveness, responsibility, or qualifications (as applicable) for the Design Build Firm, if the County determines that said revisions or changes are deemed material to the Project or to the Design Build Firm's submittal. Any new, revised, or updated information will be submitted to the Evaluation Committee for review and determination".

Section C.4 of the Special Instructions to Vendors for the Step-Two RFP states: "Failure of qualified Design Build Firm to inform the County of any material changes could affect Design Build Firm's determination of responsiveness, responsibility, and/or qualifications (as applicable), if the County determines that said revisions or changes are deemed material to the Project or to the Design Build Firm's submittal".

Any new, revised or updated information submitted by the vendors during Step-Two RFP in connection with the Standard Instructions to Vendors, Section A. Responsiveness Criteria, and Section B. Responsibility Criteria, and any changes to previously submitted qualifications of firms previously submitted information in connection with the Evaluation Criteria, was provided to the EC members for their consideration.

On May 20, 2024, the Step-Two RFP closed. STI did not disclose in its submittal that their FDOT prequalification had expired on March 30, 2024, nor did they provide their renewed prequalification. Although STI did not disclose the lapse of their FDOT prequalification during the Step-Two RFP process, they were not required to do so since the "new, revised, or updated information" continuing disclosure requirement specifically applied to Standard Instructions to Vendors, Section A. Responsiveness Criteria, and Section B. Responsibility Criteria. However, the FDOT prequalification requirement was not in Standard Instructions to Vendors; it was listed as an additional responsibility requirement in Special Instructions to Vendors, Section B.3. Moreover, the continuing disclosure requirement for "qualifications" per Section C.2 of Special Instructions to Vendors in the Step-Two RFP applied specifically to "Evaluation Criteria" in the Step-One RFQ (as evidenced by the "Evaluation Criteria" title of C.2 and the explicit reference to "professional personnel" which corresponds to Evaluation Criteria No. 1). Nowhere in the Step-One Evaluation Criteria is there any specific reference

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to FDOT prequalification licensing. As previously stated, the FDOT prequalification licensing requirement was specifically included in the Step-One RFQ Special Instructions to Vendors at Section B.3 and not in Standard Instructions to Vendors. At the Initial EC meeting held on July 23, 2024, and the Final EC meeting held on July 29, 2024, for the Step-Two RFP both firms' FDOT prequalification from the Step-One RFQ had lapsed. STI's FDOT prequalification lapsed on March 30, 2024, and GLF's lapsed on June 30, 2024.

Per Section C.4 of Special Instructions to Vendors for the Step-Two RFP solicitation, the failure of a qualified Design Build Firm to "inform the County of any material changes could affect Design-Build Firm's determination of responsiveness, responsibility, and/or qualifications (as applicable), if the County determines that said revisions or changes are deemed material to the Project or to the Design-Build Firm's submittal." However, for the reasons previously discussed, STI wasn't required to disclose its lapsed FDOT prequalification, either in its Step-Two submittal, or prior to the Initial/Final EC meetings in the Step-Two RFP, since the continuing disclosure obligation didn't specifically apply to the FDOT prequalification requirement from the Step-One RFQ.

On July 23, 2024, during the Initial EC meeting to determine the responsiveness and responsibility of the firms for the Step-Two RFP, both STI's and GLF's FDOT prequalifications had lapsed. However, this did not affect either firm's previous determination of responsiveness or responsibility, as the FDOT prequalification was an additional responsibility requirement for Step-One RFQ, not for the Step-Two RFP. Moreover, the FDOT prequalification requirement is an ongoing responsibility requirement that may be required anytime up to the date of award. Section 21.40(b)(3) of the Procurement Code states, in relevant part, that "...the awarding authority for a solicitation shall have the ultimate authority to determine whether vendors who have submitted responsive submissions are responsible."

On July 29, 2024, during the Final EC meeting, the scoring and ranking of the firms was determined by the EC members based on the Evaluation Criteria outlined in Step-Two RFP, which did not include the FDOT prequalification.

On August 20, 2024, prior to beginning negotiations, STI provided FDOT pre-qualification for the R&R Minor Bridges Work Class, dated August 14, 2024, with an expiration date of March 30, 2025.

STI possesses valid FDOT prequalifications, including the R&R minor bridges.

Accordingly, this protest assertion is denied.

Assertion No. 3 - ST Failed to Identify Numerous Material Cases in Its Litigation History:

"The Step One RFQ required ST to submit its Litigation History identifying all material cases in which it has been involved that were filed, pending, or resolved during the three years prior to the Step One response deadline. The Step Two RFP requires ST to submit any updates to its litigation history. However, ST failed to identify any material cases in its Step One submission and identified only a single case in its Step Two submission (...) there are at least nine (9) material cases that ST should have identified in its Step One and Two submissions.

Purchasing's decision to reject GLF's objection, accept ST's cursory documentation of its Litigation History, and qualify ST as a responsible bidder ranked above GLF is arbitrary, capricious, and amounts to impermissible favoritism".

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STI provided documentation showing that eight of the nine cases identified by GLF were not required to be disclosed because they were either cases with the wrong entity sued or cases that were previously settled more than three years prior to the response deadline. Only one of the cases identified by GLF is a case that should have been disclosed by STI since it fell within the broad definition of a "material case" as defined by Section B.1 (Litigation History) of Standard Instructions to Vendors. The case that should have been disclosed is *Rolando Henandez Cabrera v. Structural Technologies*, Case No. CACE-23-019983, 17th Judicial Circuit in and for Broward County, Florida. The County Attorney's Office has opined that this case does not present a concern regarding responsibility, per attached updated litigation review memorandum dated October 18, 2024. Litigation history is one of the responsibility items for the Evaluation Committee to decide. Per Section C.1 of Special Instructions to Vendors for the Step-Two RFP, this new "material" case should have been disclosed by STI as part of its Step-Two submittal since it was not initially disclosed in its Step-One RFQ submittal.

Accordingly, this protest assertion is upheld to the extent STI should have disclosed the material case. The Evaluation Committee will be reconvened to consider the litigation history responsibility issue.

Assertion No. 4 - ST Should Have Been Scored Lower than GLF Due to Its MOT Plan, Scheduling and Sequencing of Work, and Proposed Jacking Methodology

- a) "ST's MOT Plan employs traffic pacing to control traffic on the Turnpike during lifting operations. However, the Florida Turnpike Enterprise Lane Closure Policy (the "Policy") provides that traffic pacing can only be employed when detours for traffic control are not possible. Pursuant to GLF's MOT Plan, as set forth in its Step Two Submission, detours are a viable means of traffic control during lifting operations. Detours are also employed in Step 1 bidders Cone & Graham and Strongcore, LLC's MOT plans. Therefore, ST's MOT Plan does not comply with the Policy and ST should have been deemed a non-responsible bidder.

Purchasing's response to GLF's objection regarding ST's MOT Plan notes that ST's plan "ultimately will need to be approved by the Florida Turnpike before implementing, to ensure it meets the safety requirements and avoids any safety concerns." However, as the Policy provides that traffic pacing can only be employed when detours for traffic control are not possible, and as GLF has already established that alternative means such as detours are a viable means of traffic control, ST's MOT Plan is certain to be rejected by the Florida Turnpike. The EC's decision to reject GLF's objection to ST's proposed MOT Plan, deem ST a responsible bidder, and to score ST higher than GLF for its Project Approach, notwithstanding its deficient MOT Plan that will be rejected by the Florida Turnpike, is arbitrary and capricious.

- b) ST's scheduling and sequencing of work presents issues that will result in a calendar day duration of at least 555 days, beyond the maximum duration provided by the solicitation documents. Specifically, ST's submission indicates that construction of the pedestals beneath the bridge beams is to commence before the bridge is lifted and will be complete on the same day that bridge jacking is finished, taking a total of 50 days. This sequencing of work presents a practical impossibility as the bridge beams are to sit on top of newly constructed pedestals such that pedestal work can only commence after the bridge is lifted. Accordingly, ST represented during its presentation to the EC that pedestal work is to commence after the bridge is lifted, notwithstanding that this sequence of work is not reflected in its written submission. Needless to say, a change in ST's sequencing of work will also result in changes to its proposed schedule. Therefore, as ST intends to commence

pedestal work after the bridge is lifted, its projected calendar day duration must also be extended by at least 50 days for a total of 555 days, which is beyond the maximum duration of 540 calendar days specified in the solicitation. It is not reasonable for the EC to rely only on the proposed schedule in ST's written submission alone in evaluating ST and disregard the sequencing issues raised in ST's presentation and GLF's objection. Not only does the deficiency in ST's scheduling and sequencing of work call into question whether ST is a qualified and responsible bidder, it evidences that the EC's decision to score ST higher than GLF for its Project Approach and Proposed Time is arbitrary and capricious.

- c) ST's proposed jacking methodology carries unnecessary risk of structural degradation. ST proposes employing support brackets bolted to the caps with post-installed anchors drilled into the substructure. However, the post-install bolting of support brackets to the substructure is typically disfavored and considered a means of last resort because this method carries a greater risk of degrading the structural integrity of the structure. On the other hand, GLF proposed investigating the diaphragms to confirm if the diaphragms are structurally adequate for jacking and, in the event the diaphragms were found to be incapable of supporting the jacking loads, employing alternative means of support such as saddles on the caps, shoring towers, or brackets attached to the substructure. GLF's proposed jacking methodology minimizes, if not eliminates, any risk to degrading the structural integrity and is the safest and most reasonable approach to jacking the bridge. Accordingly, the EC's decision to score ST higher than GLF in its Project Approach and Project/Quality Management Plan is arbitrary and capricious.**

County's Response to Assertion No. 4.a:

Section I (A) of the Design Criteria Package for the Step-Two RFP states "The Design-Build Firm shall be responsible for survey, geotechnical investigation, design, preparation of all documentation related to the acquisition of all permits not acquired by the County, perform of utility locates including soft dig investigations, preparation of any and all information required to modify permits acquired by the County if necessary, maintenance of traffic, demolition, and construction on or before the Project completion date indicated in the Proposal".

The proposed maintenance of traffic presented by STI was reviewed and evaluated by the EC members, composed of subject matter experts and stakeholders. The EC found that STI met all responsiveness and responsibility requirements at the Initial EC meeting held on July 23, 2024, and was the highest scoring firm at the Final EC meeting held on July 29, 2024, based on the Step-Two RFP Evaluation Criteria.

STI's proposed traffic pacing to control traffic on the Turnpike meets the solicitation requirements. The following considerations were taken into account:

- i. The Bid Documents do not prohibit traffic pacing.
- ii. The Bid Documents require that the Florida Turnpike approve the Maintenance of Traffic (MOT) Plan before implementation. According to the Florida Turnpike Enterprise (FTE) Lane Closure Policy and Guidelines ([Policy 0006 - Lane Closure Policy \(floridasturnpike.com\)](https://www.floridasturnpike.com/policy-0006-lane-closure-policy)), the Florida Turnpike mandates that the contractor comply with these provisions. Specifically, the policy states, "*Traffic pacing shall only be allowed after all other possible alternatives have been explored and found to be impossible, impractical, or unsafe, and with documentation that the traffic pacing operation is warranted*" (FTE Policy # 0006, p. 4). Ultimately, the Florida Turnpike has the final decision on lane closures along the Turnpike.

Accordingly, this protest assertion is denied.

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County's Response to Assertion No.4.b:

Section 4. of the Scope of Work for Step-Two RFP stated the "completion date requirement (Design and Construction) for this project is 540 calendar days". STI's proposed completion time is 505 calendar days, less that the required time specified in the solicitation. STI's proposed schedule was reviewed and evaluated by the EC members.

The following considerations were made:

- i. There may be overlapping activities in the schedule that are not obvious to us, as we do not know the complete means and methods of the work.
- ii. Schedules typically include "float time", which allows for concurrent activities without affecting the overall completion date.
- iii. Staff intends to strictly enforce the schedule requirements.

Accordingly, this protest assertion is denied.

County's Response to Assertion No.4.c:

STI's proposed jacking methodology does not violate the solicitation. Nonetheless, it will require peer review before implementation, and unsafe procedures will not be approved. STI's proposed jacking methodology was reviewed and evaluated by the EC members, and the evaluation process was conducted in accordance with the established evaluation criteria.

The selected vendor was determined to meet the necessary qualifications and provided a proposal that aligned with the project's requirements.

Accordingly, this protest assertion is denied.

In conclusion, upon careful consideration of all protest assertions expressed to Final Recommendation for Ranking, and evaluation of the responses received, and in consultation with the Office of the County Attorney, the protest filed by GLF Construction Corporation is hereby denied. The Final Recommendation of Ranking shall remain as originally indicated.

Hopefully the above clarifications help to address each of your concerns. The County also recognizes and is sensitive to the time and effort involved in submitting a proposal and sincerely appreciates GLF Construction Corporation's participation in this procurement.

"In accordance with Broward County Procurement Code, Section 21.72, a protester may appeal of the Director of Purchasing's denial of the protest with respect to the proposed final ranking in accordance with Part XII of the Procurement Code. An appeal must be received by the Director of Purchasing within ten (10) days after the date of this determination per Section 21.82 of the Procurement Code. Appeals must be made in writing and must state the facts and arguments upon which the appeal is based and the email address of the appealing party. If an appeal is based on a determination made by the Director of Purchasing, such appeal shall be limited to the scope of the protest or determination, as applicable per Section 21.83 of the Procurement Code. In accordance with the Broward County Procurement Code, Section 21.84, an appeal of the Director of Purchasing's determination concerning a protest of a proposed award must be accompanied by an original appeal bond or certified copy thereof in a form prescribed by the Director of Purchasing and in an amount equal to one percent (1%) of the estimated contract amount or \$10,000, whichever is less; except that if the estimated contract amount is less than \$250,000, the bond amount shall be \$2,500. The estimated contract amount shall be the amount offered by the appealing vendor in its response to the solicitation, inclusive of any amounts for extensions or renewals provided for in the solicitation. The bond shall remain in place until (1) the hearing officer

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grants the appeal; in which case the bond shall be returned in full; or (2) the appealing party pays all costs awarded to the County pursuant to Section 21.88(e) of the Procurement Code. Failure to provide and maintain the required bond shall be deemed an immediate withdrawal of the appeal."

Respectfully,

**Robert
Gleason**

Digitally signed by
Robert Gleason
Date: 2024.11.01
15:08:15 -04'00'

Robert E. Gleason, Director
Purchasing Division
REG/cm/sl

c: Constance Mangan, Assistant Director, Purchasing Division
Carolyn Messersmith, Purchasing Manager, Purchasing Division
Melissa Cuevas, Senior Purchasing Agent, Purchasing Division
Adriana Toro, Assistant Director, Highway and Bridge Maintenance Division (Project Manager)
Fernando Amuchastegui, Senior Assistant County Attorney, Office of the County Attorney
Gavin Rynard, Assistant County Attorney, Office of the County Attorney

BROWARD COUNTY
PROCUREMENT PROTEST APPEAL BOND

Bond Number: _____

Contract Number: _____

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ a (mark one) corporation, partnership, proprietorship, organized and existing under the laws of the State of _____, and having its principal place of business at _____, as **PRINCIPAL**; and _____, a surety company, organized under the laws of the State of _____, duly authorized to do business in the State of Florida, whose principal place of business is _____, as **SURETY**, are held and firmly bound unto BROWARD COUNTY, as **OBLIGEE**, in an amount equal to one percent (1%) of the estimated contract amount [as defined in Subsection 21.84(a) of the Broward County Procurement Code] or \$10,000, whichever is less; except that if the estimated contract amount is less than \$250,000, the bond amount shall be \$2,500. The bond shall be conditioned upon payment of all costs and fees awarded to the County pursuant to subsection 21.88(e) of the Broward County Procurement Code, for the payment of which sum we, as Principal and Surety, bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THIS BOND is issued to comply with Section 21.88 of the Broward County Procurement Code. The above-named Principal has initiated an appeal of the Purchasing Director's determination on Principal's administrative protest regarding the Obligee's decision or intended decision pertaining to (mark one) Bid, RLI, RFP other solicitation, Number _____ submitted by _____. Said appeal is conditioned upon the posting of the bond at the time of filing the formal written request for hearing before a hearing officer.

NOW, THEREFORE, the condition of this Bond is that if the hearing officer denies the appeal, the Principal shall pay all costs and fees awarded to the County pursuant to subsection 21.88(e) of the Broward County Procurement Code, then the obligation shall be null and void; otherwise it shall remain in full force and effect

The Obligee may bring an action to a court of competent jurisdiction on this bond for the amount of such liability, including all costs and attorneys' fees.

PRINCIPAL: _____

BY: _____

(Print name and title)

ATTEST: _____

(CORPORATE SEAL)

(Print name and title)

(CORPORATE SEAL)

SURETY: _____

BY: _____

(Print name and title)

Florida Resident Agent _____

(Note: Power of Attorney showing authority of Surety's agent or Attorney in Fact must be attached).